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Current Topics.

The Land Registry's New Scheme.

IT WILL be seen from the circular which we print elsewhere that a conference of provincial solicitors and representatives of provincial law societies has been convened by the Yorkshire Union of Law Societies for the 9th of December at Darby, to consider the course to be taken by the provincial members of the profession, in conjunction with the Council of the Law Society, for the purpose of preventing any proposal for the extension of the system of compulsory registration of title being made, or of resisting it in case it should be made, until a full and independent inquiry finds that such a course is warranted by the experiment now on its trial in London. We need hardly say that the proposal has our hearty sympathy, and we would appeal to country practitioners to make a special effort to be present at the conference. The occasion is an altogether exceptional one, and every solicitor in the provinces who does not desire to see the greater part of his conveyancing work transferred to a Government office, and heavy fees levied on landowners, should lend his influence to the proposed movement by his presence at the conference. It is hoped that the result of the meeting will be the formation of a representative body which will be able to render considerable assistance to the Council of the Law Society in resisting the proposed scheme for extending the system of compulsory registration of title to the whole country.

The Proposed School of Law.

WE UNDERSTAND that the benchers of the Inner Temple have, by a large majority, passed a resolution declining to assent to the charter for the proposed School of Law. There appear to have been several grounds of dissatisfaction with the scheme. It was thought by some of the benchers that there was no adequate security against unnecessary expenditure in the erection of a building for the school, and some disappointment was felt that a recommendation that it should be provided that the building should in any case be erected upon a site not more than six hundred yards from the Law Courts was disregarded. In these circumstances it is not easy to conjecture whether, or how far, the Attorney-General will proceed with his scheme, and his decision will be looked for with much interest.

The Shrievalty of Southampton.

THE JUDGES present at the sitting for the nomination of sheriffs decided that, for the purposes of the shrievalty, the Isle of Wight formed part of the county of Southampton, and that Mr. EDWARD CARTER was not disqualified for the office of sheriff of Southampton by the fact that the only land of which he was owner was in the Isle of Wight. We believe that this decision was in accordance with an opinion of the Crown officers (Sir C. RUSSELL and Sir J. RIGBY) given some years ago, which was communicated to the judges.

Trial Before a Judge and Assessors.

MR. JUSTICE WALTON, at the recent Manchester Assizes, had before him a long and intricate case which he considered wholly unsuited for trial by jury. The learned judge observed that similar cases were generally referred to arbitration, but that such references were open to serious objection because of the expense attending them, an expense often equal to that of a long trial by jury. He added that he could not understand why such a case could not be tried by a judge sitting with qualified assessors in the same manner as certain classes of cases were tried in the Admiralty Court. The counsel engaged in the case thought that there would be difficulty in carrying out this suggestion, but the precise nature of this difficulty does not seem to have been explained. We have always been of opinion that the mode of trying cases recommended by the judge would be a useful addition to the procedure of the courts. It is expressly provided for by section 56 of the Judicature Act, 1873, and further directions as to the mode of conducting it might be given by rules of court.

Savings from After-acquired Property.

CONSIDERABLE doubt has been felt as to the correctness of the decision of KEKEWICH, J., in *Re Bendy* (43 W. R. 345; 1895, 1 Ch. 109), that a covenant to settle the after-acquired property of a married woman binds savings out of income if they are invested in a permanent form. The object of the covenant is only to bring into the settlement property which comes from outside sources. The income of the married woman comes to her for her own use under the settlement, and it would be very inconvenient if it was bound to go back into the settlement, and if she lost control of it simply because she did not spend it at once. Some foundation for the doctrine of *Re Bendy* is to be found in the decision of Lord ELDON, C., in *Lewis v. Maddocks* (8 Ves. 150, 17 Ves. 48), but there the nature of the covenant was different. That was a husband's covenant to settle all the personal property which during the coverture he should be possessed of. Whatever may be thought as to the correctness of that decision, there is no need to extend it to the case of covenants entered into for different reasons and expressed in different language. Hence in *Finlay v. Darling* (45 W. R. 445; 1897, 1 Ch. 719) ROMER, J., declined to follow *Re Bendy*, and held that investments of the married woman's income were not bound by the covenant, and a like decision has recently been given by BUCKLEY, J., in *Re Clutterbuck's Settlement* (53 W. R. 10). It may be noticed that in *Re Dowding's Trusts* (52 W. R. 293; 1904, 1 Ch. 441) KEKEWICH, J., had occasion to refer to his own decision in *Re Bendy*, and appears to have been prepared to acquiesce in the refusal to follow it. It may now, perhaps, be taken that *Re Bendy* is gone, and a married woman may safely rely upon being allowed to keep the property into which she has converted her own savings out of income.

Deeds Executed by a Lunatic.

THE DECISION of the Court of Appeal, in *Re E. F. W. (a Person of Unsound Mind)* (ante, p. 33) appears to impose a greater disability upon lunatics in respect of the settlement of their property than the cases warrant. In *Elliot v. Ince* (7 D. M. & G. 475), where a lunatic so found had executed a power of attorney under which her copyhold estate tail was subsequently barred, Lord CRANWORTH, C., found a difficulty "in holding that the deed of a lunatic was void, considering that a lunatic whose lunacy was not superseded might in law make a valid will, if proved to have been made in a lucid interval," and he directed an issue to be tried whether at the time the power of attorney was executed and acted

on the lunatic was "of sound mind, so as to be sufficient for the government of herself, her lands and possessions." In the earlier case of *Ex parte Sir Benjamin Wright* (1 Vern. 155) Lord Keeper NORTH refused to direct that a lunatic so found should be inspected with a view to his making a settlement of his estate; but directed that, if he made a settlement, this should be done before the justices of the Common Pleas by fine, so that they might examine him. Thus both these cases recognize that the deed of a lunatic so found will be valid, if at the time when he executes it he is in fact of sound mind, though possibly it would have to be proved that he was of sound mind for all purposes, and not merely for the purpose of disposing of his property. In the case of an executed contract or conveyance for valuable consideration, the power of the lunatic extends further, and if the other party acted in good faith and had no knowledge of the lunacy, the transaction will not be set aside: *Molton v. Camroux* (2 Ex., p. 503, 4 Ex. 17). But this does not apply, as Lord CRANWORTH pointed out in *Elliot v. Ince* (supra), "when there is no contract for value—when, in fact, there has been merely a dealing by the lunatic with his own property without any consideration passing from others."

The Prerogative of the Crown as regards Lunatics.

IT IS, perhaps, not altogether easy to reconcile the course taken by the Court of Appeal in *Re E. F. W.* (supra) with the above cases. The lunatic in the present case was possessed of considerable personal property, and was unmarried and of illegitimate birth. As matters stood, therefore, the Crown would be entitled to the property on her death. She desired to avoid that result by making, in effect, a settlement of her property on herself for life, with remainder among certain persons who were relations of one or other of her parents; and she wished to have the opportunity of having the validity of the deed tested during her life. Upon the above authorities it would seem that the beneficiaries would be entitled to have the validity of the deed determined after her death, and it would not be unnatural to permit proceedings for this purpose to be taken during her life. But the Court of Appeal held that the prerogative of the Crown over the property of the lunatic, as now defined by section 120 of the Lunacy Act, 1890, was a bar to any disposition by the lunatic of her property. There would be a conflict of control, it was said, between the committee and the persons who would become entitled in remainder. With all due deference, it seems that this puts the Crown prerogative too high. The rights of the Crown are only effective so far as they are not displaced by a valid exercise of the lunatic's rights, and if the lunatic, in a lucid interval, disposes of his property so as to reduce his interest to a life estate, the subsequent power of the committee extends only to such life estate, and there is no more conflict of control than in any other case where a lunatic has only a life interest in property. According to the judgment of the Court of Appeal, the Crown can avail itself of its statutory right of control over the lunatic's property through the committee so as to secure that the Crown shall not be deprived of a windfall at the lunatic's death. Assuming, as the report seems to indicate, that the lunatic is in fact in a position to decide rationally upon the destination of her property after her death, the result appears to be very harsh to her. Either under the deed or by her will the property may in fact go after her death as she desires, but the prerogative of the Crown is made a reason for depriving her of the satisfaction of knowing whether this will be so or no.

Conditions of Residence.

THE QUESTION of the effect under the Settled Land Acts of imposing on a tenant for life a condition of residence arose in a new form before JOYCE, J., in *Re Richardson* (53 W. R. 11). A testatrix devised her residuary real and personal estate to her niece upon condition that she resided in the house of the testatrix during the lifetime of a sister of the testatrix, and kept a home for her there whenever the sister should require it. Upon the failure of the niece to comply with this condition, the whole of the property was devised to another niece subject to a like condition. The condition was, from the point of view of the testatrix, a perfectly reasonable one to impose; but it took no account of the present policy of the law to secure

the free alienation of land, and in particular of section 51 of the Settled Land Act, 1882, which renders void any condition in a settlement, will, or other assurance whereby a tenant for life is prohibited from exercising, or is put into a position inconsistent with his exercising, any power under the Act. In several cases it has been held that this section makes a condition of residence on the settled property void so far as it interferes with the statutory power of sale (see *Re Paget's Settled Estates*, 30 Ch. D. 161; *Re Carne's Settled Estates*, 47 W. R. 352; 1899, 1 Ch. 324), and the tenant for life is entitled to sell and to enjoy the income of the proceeds of sale. In the present case the sister for whom the testatrix wished to provide had been for some ten years confined as a lunatic, and it was improbable that she would recover. But this circumstance does not seem to touch the question of the effect of the condition. It was argued that the condition was not simply a restriction upon the power of sale, but was a reservation imposed for the benefit of the sister, but JONES, J., declined to take this view of it—apparently upon the ground that the provision for the sister was not charged in sufficiently definite terms on the property. It was not a charge of an annual sum or permission to occupy a specific part of the premises. Hence he held that it was a mere condition interfering with the exercise of the statutory powers, and to that extent was void; and as the devisee, being entitled in fee subject to an executory limitation over, had the powers of a tenant for life under section 58, subsection 1 (2), she was entitled to sell free from the condition. With the question of any interest which the testatrix's sister might have in the proceeds of sale, the judgment, as reported, does not deal, although the point was raised by the summons.

Reversionary Leases.

A REMARKABLE instance of the technicalities which govern the law of distress is afforded by the judgment of SWINFEN EADY, J., in *Lewis v. Baker* (*Times*, 3rd inst.). A lease of certain premises was granted on the 6th of December, 1865, for a term of forty years from the 6th of July, 1864. It was due to expire, therefore, on the 6th of July, 1904. On the 30th of June, 1902, this lease was assigned to BAKER. On the 6th of May, 1902, the freeholder had entered into an agreement to grant to BAKER a reversionary lease for seventy-three years, to commence from the 6th of July, 1904. In effect, therefore, BAKER obtained a right to the premises for seventy-five years, and he subsequently granted a sub-lease for twenty-one years from the 29th of September, 1903. The rent under the sub-lease fell into arrear, and in February, 1904, BAKER distrained on the plaintiff, who was the occupier of a part of the premises. But in so doing he overlooked the gap in his legal title caused by the imminent expiration of the original lease. To support the right of distress, it is essential that a legal reversion should be in the distrainer—unless, indeed, he can bring the doctrine of *Walsh v. Lonsdale* (31 W. R. 109, 21 Ch. D. 9) to his aid—and BAKER had lost his reversion when he created the sub-lease for twenty-one years. This period exceeded the length of the residue of his own term, and hence it operated as an assignment of that term. To support BAKER's right of distress, recourse was naturally had to the agreement for a reversionary lease, and it was urged that, upon the authority of *Walsh v. Lonsdale*, this lease was to be treated as though it had been actually granted. But even so, the defendant's case was not improved. If it had been granted, it would still have been only a reversionary lease, and therefore, until entry under it, an *interesse termini*, which is a right only and not an estate: see *Doe v. Walker* (5 B. & C. 111). Consequently there was no merger of the residue of the old term in the new lease, and the position remained as though there had been no agreement for a reversionary lease. BAKER had no reversion under the supposed sub-lease, and his distress was unlawful. The case is an extremely interesting one from the lawyer's point of view, and is an example of the danger there may be in attempting to enforce a right so purely technical as the right of distress.

Liability of Owner for Paving Expenses.

THE REVERSAL by the Court of Appeal (*ante*, p. 13) of the judgment of the Divisional Court in the case of *Millard v. Balby-with-Hensthorpe Urban District Council*, where a question

arose as to the time when the personal liability of an owner for paving expenses attaches, was almost a foregone conclusion. The Divisional Court considered that they were bound by the case of *Reg. v. Swindon Local Board* (4 Q. B. D. 305), and Lord ALVERSTONE, C.J., maintained that the opinion which COCKBURN, C.J., then expressed was "not a mere matter of dictum, but a matter of judgment." In fact, the crucial circumstances in the two cases were quite different. In the earlier case the person on whom the demand for paving expenses was made ceased to be the owner of the property before the completion of the works, while in the latter case the defendant, who was owner when the works were completed, had ceased to be owner only before the expenses were apportioned and the demand was made. Moreover, COCKBURN, C.J., treated the completion of the works and the demand of payment as simultaneous events. It seems clear that he did not appreciate the fact that there might be, and always in practice is, an interval between them, and he did not apply his mind to the case when such interval occurs. Indeed, his whole argument seems to be directed against the injustice of charging the expenses upon the owner who made default originally in not doing the work, but who, in the meantime, had ceased to be owner, while another person had come into possession and was getting the benefit of the completed works. But the person who is owner when the works are completed, even though he should part with the property immediately afterwards, may be regarded as having had the benefit of the works, because they would probably increase the price obtained upon the sale. As the Master of the Rolls pointed out, the facts in the earlier case did not raise the point which in the later case came up for decision. The judgment of the Court of Appeal may be regarded as satisfactory from the point of view of practice. In the first place, it is convenient that the time when the personal liability for the expenses attaches should synchronize with the time when the expenses become a charge on the property; and, secondly, if the court had come to a contrary decision, then, in cases in which the ownership of the property had changed between the completion of the works and the demand of payment, no one would have been personally liable for the expenses to the local authority. It may, however, be pointed out that the old anomaly under the Metropolis Management Acts will continue. When street works are executed under those Acts (which make the expenses a charge on the owners personally, and not on the premises), the apportionment may be made, and liability will then attach even before the works have been begun. Thus a lessee who has covenanted to pay "outgoings" may find himself saddled with the cost of works which were not executed till after the determination of his tenancy: see *Wix v. Rutson* (1899, 1 Q. B. 474). The Master of the Rolls stated that it was "not necessary to decide the question whether, if a man who was owner at the time of the notice made default, and then, before the completion of the works, sold the premises to someone else, both would be liable." This was the question actually decided in *Reg. v. Swindon Local Board*, and it was decided in the negative. There is no reason to suppose that the Court of Appeal would hold otherwise. As VAUGHAN WILLIAMS, L.J., pointed out in *Allen and Driscoll's Contract* (1904, 2 Ch. D., at p. 231), "There is a distinction between a case in which an order has been made by a magistrate under the Building Act to do certain works, and default has been made in obeying the order, and a case like the present [*i.e.*, under the Public Health Act, 1875], in which there has been only a default in compliance with a notice served on an owner giving him an opportunity of doing certain works himself." It would seem that in the former case the liability would be, while in the latter case it would not be, an "outgoing" as between vendor and purchaser, if the vendor had contracted to pay all "outgoings" up to the time of the completion of the purchase.

Remuneration of Directors.

THE REMUNERATION of directors, in the case of companies incorporated for carrying on undertakings of a public nature, is, by section 91 of the Companies Clauses Act, 1845, to be determined by a general meeting of the company, and in the case of ordinary trading companies under the Companies Acts, this remuneration is also (in the case of

companies adopting Table A) to be determined by the company in general meeting. These provisions certainly contemplate the receipt of remuneration by the directors, though they prevent the directors from fixing the value of their own services. A provision for remuneration is to be found in Railway Acts passed before the Companies Clauses Act, 1845, but in earlier Acts nothing is said about remuneration, and it appears to have been thought that the office of a director was an honorary one, and that he had no claim to any recompense for his services. In *Dunston v. The Imperial Gas Light Co.*, decided in 1832 (3 B. & Ad. 125), a gaslight company, incorporated by statute, was empowered to make bye-laws under seal for its government and for regulating the proceedings of its directors, officers, servants, &c. A resolution, not under seal, having been passed that the directors should be allowed remuneration for their services, it was held that it gave a director no right to maintain an action for remuneration, Lord TENTERDEN saying: "The Act itself says nothing of remuneration, and I cannot see how in point of law directors could maintain any action for a recompense, at least unless there had been a resolution under seal in the nature of a bye-law." Where a company has been incorporated by a special Act prior to the Companies Clauses Act (and which does not, therefore, apply it), some difficulty may be felt in awarding remuneration to the directors if the special Act contains no provision with regard to payment for their services. But, in the absence of any express prohibition, there seems to be no objection to this remuneration being voted at a general meeting of the shareholders. It is true that the Act says nothing about remuneration to the directors, but it may be observed that in the case of treasurers, secretaries, and other officers, whom the directors are empowered to appoint, nothing is usually said about the recompense for their services. The company, as a corporation, have a general power to carry on their undertaking or business, and if a majority of the members of the corporation are of opinion that the directors ought to be remunerated, and pass a resolution to this effect, there seems to be no reason why it should not be binding on the corporation.

Appeal in Criminal Cases.

Those who have lately considered the case of Mr. ADOLF BECK, and who have complained that in this country there is no Court of Criminal Appeal, may find some interest in observing the procedure under the French law of June, 1895, which enables the Supreme Court to set aside the judgment and sentence in a criminal cause or matter and order a new trial whenever a fresh fact is disclosed sufficient to establish the innocence of the person accused. In a case just determined in France the question was whether the result of recent scientific discoveries, which were unknown to the judges at the time of the conviction, would constitute a "fresh fact" sufficient to afford a ground for the revision of a sentence, within the meaning of this law. One DANVAL, a chemist, was in 1878 condemned to penal servitude for life by the Court of Assizes of the Seine for the murder of his wife by poison. The opinion of the experts that she had died by poison was founded upon the discovery of traces of arsenic in her body. Chemical science has since then made great progress, and it was now stated by scientific witnesses that the human body contains, under ordinary circumstances, an appreciable quantity of arsenic, and that in the particular case, through moisture and other circumstances, arsenical vapours might have been produced and have so far affected the body as that the presence of arsenic might be explained without resorting to the hypothesis that poison had been administered to her. An inquiry was directed by the Criminal Chamber of the Supreme Court for the purpose of taking the opinion of experts as to whether recent discoveries had disclosed a "fresh fact" which would warrant a revision of the sentence. DANVAL, who, after twenty-three years' detention in the convict settlement at Cayenne, had been discharged from the remainder of his sentence, was present at the hearing of the application.

The Property in Water.

WATER, at all times one of the necessities of life, has of late years largely increased in value owing to the requirements of

agriculture and commerce. There are, however, some passages in the text writers with regard to the property in water which may easily be misunderstood. In Blackstone's Commentaries (vol. 2, p. 18) it is said: "Water is a moveable, wandering thing, and must of necessity continue common by the law of nature, so that I can only have a temporary, transient, usufructuary property therein; wherefore, if a body of water runs out of my pond into another man's, I have no right to reclaim it." The learned author, in another passage, says that the elements of light, air, and water are things which, so long as they remain in possession, every man has a right to enjoy without disturbance, but if once they escape from his custody return to the common stock, and any man else has an equal right to seize and enjoy them afterwards. These passages appear to suggest that water is not in the ordinary sense the subject of property, and, as was argued as recently as the year 1883 in *Ferens v. O'Brien* (11 Q. B. D. 21) that water could not be the subject of larceny at common law. The court there held that the respondent could be convicted for feloniously stealing two buckets of water from the branch pipes of a waterworks company, and that the fact that the Legislature had in the Waterworks Acts imposed penalties for the taking of water from the pipes of the company was not inconsistent with the common law remedy. When it is remembered that there has been for many years a brisk sale of mineral waters in bottle, and that only a few years ago ordinary drinking water was sold in Paris from casks, we may be rather surprised that the conviction was challenged. We can find no decision in the English courts relating to ice as a subject of property, but in America it has been held that ice, put away in an ice-house for domestic use, is the private property of the occupier of the ice-house, and the subject of larceny. This, of course, was without prejudice to the rule that larceny cannot be committed of things which belong to the realty, and it may well be that the taking of ice from the surface of an open pond or river would only amount to a trespass.

Members of Parliament as Sheriffs.

A CURIOUS question came before the court, consisting of the Lord Chief Justice and five judges, and presided over by the Chancellor of the Exchequer, to examine questions relating to the nomination of sheriffs. Major COATES, who is Member of Parliament for Lewisham, desired to be a sheriff of the county of Surrey. As he wished to hold office for another county than that in which he is Member of Parliament, the difficulty could not occur that he would have to act as returning officer at his own election. But there remained an obstacle in a resolution of the House of Commons, passed on the 7th of January, 1689-90, "That the nomination of any member of this House to the King to be made a sheriff is a breach of the privileges of this House." Counsel urged that Major COATES desired to waive the point of privilege. The same plea was advanced on behalf of the member, Sir JONATHAN JENNINGS, who gave cause for the original motion. But it was overruled. The Chancellor of the Exchequer suggested that a rescinding motion might be made in the House of Commons before next year. Circumstances have so changed that the reason for the breach of privilege is not clear at once. It arose in this way: Laxity in attendance of Members of Parliament, instead of being left to the party whips, was dealt with by the House. Residence in London, therefore, was necessary. But when the King appointed a member to be a sheriff his duties in that office required his residence in the county. It was held to be incompatible that one person should attempt the two sets of duties. By calling upon a Member of Parliament to undertake the office of sheriff, the King, therefore, committed a breach of the privileges of the House of Commons.

Judicious Advocacy.

GOOD ADVOCACY is not confined to the superior courts. In a case recently before one of the metropolitan police magistrates a married woman was charged with stealing a skirt from the door of a shop. The advocate for the defendant might have addressed the magistrate at considerable length. He might have dwelt upon the absence of motive; the insufficiency of the evidence; the difficulty in drawing a sharp line between removing an article for the purpose of examination, and removing it with a view to larceny; the mysterious disorder called

kleptomania, which has of late years been so alarmingly prevalent in the principal shops of London; the fearful responsibility in giving a decision which might blast the reputation of one who had hitherto borne an unblemished character, and he might have concluded by urging that the shopkeeper was really the person to blame for exposing his goods for sale in such a manner that they might be stolen. The advocate seems to have wholly disregarded these topics. He merely said that he could offer no excuse or explanation for the conduct of the person accused. She was a woman of excellent character and her husband a most respectable man. All she could do was to throw herself upon the mercy of the court. The magistrate, after observing that the advocate had judiciously refrained from setting up any of those absurd defences for dishonesty which were so often raised in shoplifting cases, accepted the husband's recognizances to bring the accused up for judgment if called upon. A skilful advocate is born rather than made, but there can be little doubt that the faculties of even the best advocates are sharpened by experience and familiarity with particular tribunals.

False Information.

THE FOREIGN press furnishes us with a report of a case in which a young girl was sentenced to a month's imprisonment for publishing in a newspaper at Aix-la-Chapelle a false statement of the betrothal of two persons. The offence is described as a libel, but it is not easy to imagine any circumstances in which a similar statement would, according to English law, constitute a libel. The offence of giving false information with the intention of injuring or annoying any private person is recognized by the Criminal Code in India, but we find no mention of it in the common or statute law of England.

Problems of the Restraint of Trade Doctrine.

II.

In a previous article an attempt was made to establish the proposition that there are some partial restraints of trade which are so restricted in their operation that, on the principle *de minimis non curat lex*, it is unnecessary to apply to them the test of reasonableness, or, in other words, that in such cases the rule that a restraint of trade, unless reasonable, is contrary to public policy, does not apply. This species of partial restraint may be classified under four heads, although perhaps, the list is not exhaustive.

(1) A restraint as to the sale or purchase of a particular commodity unless such commodity is the sole or staple article of the covenantor's trade: see *Dietrichsen v. Cabburn* (2 Ph. 52), *Jones v. North* (19 Eq. 430), *Donnell v. Bennett* (22 Ch. D. 835), *Elliman v. Carrington* (1901, 2 Ch. 275), and *cf. Urmston v. Whitelegg* (55 J. P. 453), *Allsopp v. Wheatcroft* (L. R. 15 Eq. 59).

(2) A covenant by the licensee of a patent not to manufacture articles except with the application of the patented invention and according to the specification: *Jones v. Lees* (1 H. & N. 189).

(3) A restraint as to the name under which the covenantor may carry on his trade: see *Vernon v. Hallam* (34 Ch. D. 748).

(4) A stipulation restraining the use of a secret process of manufacture: see *Bryson v. Whitehead* (1 S. & St. 74).

(5) A restrictive covenant confined to particular premises of which the covenantor is owner or lessee.

This last-mentioned class of partial restraints—viz., restrictive covenants affecting the carrying on of trade, must, however, be subdivided into (a) covenants which contain an absolute prohibition as to obnoxious trades or as to trade altogether, and (b) covenants which restrict the covenantor from dealing with any person other than the covenantee. With regard to the former, which affect the user of the property, and are, of course, intended to preserve the residential character of a particular neighbourhood, it has never been suggested that any considerations of public policy apply. As to the latter class, it is, of course, beyond question that the restraint is not obnoxious as between lessor and lessee (see *Clegg v. Hands* (44 Ch. D. 503), and that line of cases) or as between mortgagee and mortgagor during the continuance of the security: see *Biggs v. Hoddinott* (1898, 2 Ch. D. 307). Lord

MACNAGHTEN, however, considers it doubtful "whether such an obligation can be made to run with the land, or can be imposed on the owner in respect of the property, except as between lessor and lessee, or in the case of a mortgage during the continuance of the security: see *Noakes v. Rice* (1902, A. C., at p. 32). The same doubt was entertained by Lord DAVEY (at p. 35) and by Lord LINDLEY (at p. 36). In the face of these dicta, it seems doubtful whether Lord BROUGHAM's decision in *Keppell v. Bailey* (2 M. & K. 517) is not still good law; and whether the decisions in *Catt v. Tourle* (4 Ch. D. 654) and *Luker v. Dennis* (7 Ch. D. 227) can be supported. Both in *Keppell v. Bailey* (2 M. & K., at pp. 525, 529, 531) and *Catt v. Tourle* (4 Ch. D., at pp. 655, 659, 662) it was argued that a restraint of this character was an unreasonable restraint of trade, and the point is dealt with at some length in the judgments. It is, however, submitted that, although it is doubtful whether such a restraint binds assignees for value (except as between lessee and lessor and mortgagor and mortgagee), there is no reason why a contract giving the covenantee the exclusive right to supply a particular article should not be binding as between the original parties: see *Servais Bouchard v. Prince's Restaurant* (20 T. L. R. 574).

Apart from these limited restraints, to which considerations of public policy do not apply, we find that practically all contracts in restraint of trade are entered into in connection with the sale of, or partnership in, the goodwill of a business, or the relation of employer and employed. It is true that in *Hinde v. Gray* (1 M. & G. 195) and *Jones v. Heavens* (4 Ch. D. 636) the covenant was entered into, not by the vendor of a business with the purchaser, but by a lessor of property with the lessee. It is presumed, however, that in these cases the lease practically amounted to a sale of the goodwill of the business carried on upon the premises. In *Thomas v. Hayward* (L. R. 4 Exch. 11) the question of restraint of trade was not raised. With the exception of the case of *Wickens v. Evans* (3 Y. & J. 318), a decision which cannot easily be reconciled with *Collins v. Locke* (4 A. C. 674) or with the dicta in the *Mogul Steamship case* (1892, A. C. 25, at pp. 42, 46, 51, 58), it is believed that in all the English decisions in which a restraint of trade has been enforced, the restraint has been a condition of a contract of service, partnership, or sale of goodwill.

With regard to the test of reasonableness, three rules can, it is submitted, be safely laid down. In the first place, there cannot be a covenant in gross in restraint of trade. If one man, apart from any business, takes a covenant in gross from another man that he will not trade, that is simply oppressive. He does not require it to protect his own interest, because he has no interest to protect: see *Townsend v. Jarman* (1900, 2 Ch., at pp. 701 and 703). It does not necessarily follow that the benefit of a contract in restraint of trade is annexed to the goodwill of the covenantee's business, although this is usually the case. The covenant may be personal to the covenantee: see *Davies v. Davies* (36 Ch. D. 359), *Berlitz School of Languages v. Duchene* (6 Fraser's Session Reports 181). There must, however, be some business to be protected.

Secondly, it is submitted that the business which is restrained must be of the same nature as that carried on by the covenantee. For example, A., who carries on business as a watchmaker, cannot restrain B. from carrying on the business of an umbrella maker: see *Rogers v. Maddocks* (1892, 3 Ch. 355), *Mills v. Dunham* (1891, 1 Ch., at p. 386). The only decisions which seem in any way opposed to this principle are *Everton v. Longmore* (15 T. L. R. 356), and the recent Scotch decision in *Ballechulish Slate Quarries v. Grant* (5 Fraser's Session Reports, 1105), both cases of a medical attendant. In *Everton v. Longmore*, the plaintiffs were a society formed for the purpose of supplying medical attendants to members of certain affiliated societies. The defendant, who had been in the plaintiffs' employ, had entered into a covenant not to practise as a medical man in the district, and this covenant was enforced by injunction. The decision seems a doubtful one, since the plaintiffs, not being a trading association, can have had very little interest in enforcing the restraint. The Scotch decision goes much further, and it is to be regretted that an appeal to the House of Lords does not appear to have been prosecuted. In *Ballechulish Slate Quarries v. Grant*, the plaintiffs were a company working certain quarries, and their business was not even

remotely connected with that of a medical man. The plaintiffs engaged the defendant as medical attendant for their work-people, and exacted from him a contract not to practise in the district after the determination of the engagement. This restraint was enforced by the Court of Session, Lord Young dissenting.

In the third place, it is submitted that the reasonableness of the restraint must be ascertained having regard to the circumstances existing at the time the contract was entered into. "The critical period at which to look is the time when the covenant was entered into": see *Dowden v. Pook* (1904, 1 K. B., at p. 55). *Ex post facto* occurrences do not invalidate a restraint which was good in its inception (see *Elves v. Crofts* (10 C. B. 259), *Keppell v. Bailey* (2 M. & K., at p. 530)); nor, on the other hand, can they make a restraint good which, at the time it was entered into, was unreasonable.

The majority of the Court of Appeal have, however, held that, in applying the test of reasonableness, it is proper to consider not merely the circumstances existing at the date of the contract, i.e., the actual extent of the covenantee's business, but also what was in the contemplation of the parties, viz., that the business of the covenantee was about to become of a much more extensive character: see *Lamson Pneumatic Tube Co. v. Phillips* (1904, W. N. 134). In a case between employer and employé, it may perhaps be proper to take into consideration a contemplated expansion of the business which is anticipated during the term of employment. But it would seem to be improper to consider a contemplated expansion which may take place after the determination of the employment. It is clear that the test of reasonableness does not merely depend on the nature and extent of the employer's business, but also on the nature and extent of the covenantor's employment. Thus, if A., who is both a watch-maker and an umbrella maker, employs B. exclusively in watch-making, he cannot restrain B. from becoming an umbrella maker (see *Morse v. Fowler*, 44 SOLICITORS' JOURNAL, 89); nor can he restrain B. in respect of a business, not carried on at the time, but which A. contemplates hereafter setting up: see *Dubowski v. Goldstein* (1896, 1 Q. B., at p. 481), *Davis, Turner, & Co. v. Lowen* (64 L. T. 655).

So, again, in the case of the sale of the goodwill of a business, the reasonableness of the restraint must be considered, having regard to the subject-matter of the contract—viz., the extent of the business sold, and irrespective of the extent of any business carried on at the time of sale by the covenantee: see *Leather Cloth Co. v. Lonsont* (9 Eq., at p. 354.) A covenant entered into in connection with the sale of a business must be valid "where the full benefit of the purchase cannot otherwise be secured to the purchaser": see *Nordenfelt case* (1894, A. C., at p. 548). Thus it seems clear that, if A. sells a baker's business in Houndsditch to a company who have bakeries all over England, a restraint extending to England would be void. But the authorities leave it doubtful whether a contemplated expansion of the business sold can be taken into consideration. It is presumed that it cannot.

These considerations as to the test of reasonableness, showing as they do that the extent and nature of the covenantee's business is not the sole criterion, give rise to the question, what can be the test of reasonableness in a case which is not connected with the sale of a goodwill or the relation of employer and employed? The decisions afford no solution of this problem. If, apart from any partnership or sale of goodwill, and apart from any relation of employment, a person for valuable consideration agrees not to carry on a particular trade within certain limits, is this restraint altogether void? In Scotland it has apparently been decided that a man may sell a restraint of trade: see *Stewart v. Stewart* (1899, 1 Fraser's Session Reports 1158). In that case a photographer in a small town lent his brother £5, and in consideration of the loan the brother contracted not to set up a rival business. As pointed out by Lord Young in a dissenting judgment, precisely the same considerations would have applied if the consideration, instead of being a loan, had been a sum paid as the price of the restraint. The majority of the court, however, upheld the restraint on the ground, apparently, that the defendant had at one time been in the employ of the plaintiff. They also appear to have adopted the erroneous principle (which was also

laid down by SELWYN, L.J., in *Catt v. Tourle*, 4 Ch., at p. 658) that any restraint is reasonable which is partial and founded on good consideration. The decisions do not warrant any such assumption, although no doubt, prior to *Hitchcock v. Coker* (6 A. & E. 438), the adequacy of the consideration was sometimes regarded as the measure whereby to test the reasonableness of the restraint, and this fallacy seems to underlie the judgment of DAY, J., in *Urmston v. Whitelegg* (63 L. T. 455).

There can be no reason why a restraint should not be upheld "in cases where the special matter appears so as to make it a reasonable and useful contract": see *Mitchell v. Reynolds* (1st resolution). "It may often happen that individual interest and general convenience render engagements not to carry on trade in a particular place proper": per BEST, C.J., in *Homer v. Ashford* (3 Bing. 328).

The question, however, which remains to be decided is, what are the limitations of this "special matter" which is said to justify a restraint of trade? Can a restraint of trade ever be justified when it is not necessary in order to enable a party to dispose of the fruits of his industry, or to protect the confidential relation subsisting between partners and between employer and employed?

Some Points on the Licensing Act, 1904.

III.

As has been said, a licence in existence on the 15th of August, 1904, will have an enormous advantage over all licences first granted after that date. Renewal can only be refused without compensation on certain grounds, which are, to a great extent, within the control of the licence-holder. If the house is closed on what may be called public grounds, compensation must be paid. This compensation is a sum equal to the difference between the value of the licensed premises and the value which those premises would bear if they were not licensed; but the first-mentioned value is to be calculated as if the licence were subject to the same conditions of renewal as were applicable immediately before the passing of the Act, and is to include the amount of any depreciation of trade fixtures due to a refusal to renew.

Now it is quite possible that the Act will make existing licences more valuable than they are at present. That remains to be seen; but the effect of the Act upon the value is expressly excluded, for the value is to be calculated as if the Act had not passed, and as if the conditions of renewal applicable were those obtaining in the first half of August, 1904. The chance of renewal is obviously one of the most important considerations in valuing a public-house. Here, again, there is a matter in which ante 1869 beerhouses will continue to have some advantage; for before the passing of the Act their chances of renewal were superior to those of other houses, and this fact ought proportionately to increase their value. As time goes on, it will probably become increasingly difficult in practice to value premises upon conditions which at the time of valuation have long ceased to exist. In theory, however, the basis on which compensation is to be assessed is clear—we take the difference between two valuations and add to that a sum representing the loss as to trade fixtures due to the closing of the house; this is the gross compensation payable. It will be noticed that no account is to be taken of the fact that the licence-holder is being deprived of his means of livelihood; it is presumed, apparently, that he can follow his trade elsewhere, and the compensation is based on a valuation of property, and on that alone.

If the persons interested in the premises agree upon the amount of the compensation to be paid, and if that amount is approved of by quarter sessions, such amount, it is provided, shall be the amount of the compensation. Now it will probably strike anyone that the persons interested in the premises are all interested in the compensation being high. It is not clear with whom they are supposed to come to an agreement as to the amount. For instance, if the licence-holder is the owner of the house, and no one else has any interest in it, with whom is he to agree the amount? It is hard to see how quarter sessions can approve of any such agreed

amount unless they have before them the evidence of some valuer who is quite independent of all persons interested. In some cases, perhaps, the objectors to renewal will furnish such evidence, but it is not at all clear how it is to be obtainable otherwise. If no such amount is agreed upon or approved, then the amount of compensation is to be determined by the Commissioners of Inland Revenue in the same manner and subject to the like appeal to the High Court as on the valuation of an estate for the purpose of estate duty. Hence, in the first instance at all events, nothing in the nature of judicial proceedings or a formal arbitration will take place in order to assess the compensation. The commissioners will, as provided by section 7 of the Finance Act, 1894, in reference to estate duty, ascertain the amount in such manner and by such means as they think fit; and if they employ a professional valuer, the costs of his valuation are to be defrayed by the commissioners. If, however, the persons interested appeal to the High Court, as they have a right to do if they are not satisfied, then, of course, evidence will usually be given and the matter will be fully investigated in court. But in this case the Act provides that any costs incurred by the commissioners on appeal from their decision to the High Court shall be paid out of the amount to be paid as compensation, unless the court orders them to be paid by some party to the appeal other than the commissioners. This provision will probably turn out to be a strong deterrent from the bringing of appeals. The costs of such an appeal may be very heavy, for the evidence is, as a rule, given *voir dire*. Except in cases, therefore, where the valuation of the commissioners is very far below the amount which the appellants think they can support, the commissioners' decision will probably be accepted.

When the amount has been determined, it then becomes divisible "amongst the persons interested in the licensed premises (including the holder of the licence) in such shares as may be determined by quarter sessions." The meaning of "persons interested" has already been considered; and it is clear that when quarter sessions approach the question of dividing a sum of money on just and equitable principles between an owner in fee, a lessee, several mortgagees, a yearly tenant, and a manager licence-holder, they will find themselves confronted with a task of the very greatest difficulty and complexity. In case it should be contended that the licence-holder is not entitled to share in the compensation where he has no interest as a tenant but is a manager only, he is expressly mentioned as being entitled to a share of the compensation. It is further provided that, in apportioning his share to the holder, regard shall be had, not only to his legal interest in the premises and fixtures, but also to his conduct, and to the length of time during which he has been the holder of the licence. This seems to recognize the undoubted fact that a good manager adds greatly to the value of licensed property by lessening the chance of a refusal of renewal. If, then, his conduct has added to the value, the Act gives him compensation accordingly. But when he has no legal interest in the premises, and when his conduct, combined with the fact that nominally he is the licence-holder, constitutes the only ground for his claim to share in the compensation, it is very difficult indeed to see how his share is to be apportioned. If, however, he has a legal interest in the premises, as being in law a tenant, in no case is he entitled to receive a less amount than he would be entitled to as tenant from year to year; and this is so "notwithstanding any agreement to the contrary." Now, probably, the majority of licence-holders who are tenants hold under conditions which make their tenancies considerably less than tenancies from year to year. They may be weekly, monthly, or quarterly tenants. They are, however, to be compensated as if they were tenants from year to year at the least, and it seems that any agreement would be void by which the licence-holder contracted himself out of this right.

If appears, therefore, that, although the interest of the licence-holder is immaterial in estimating the gross amount of the compensation, he is in all cases to be paid some amount out of the compensation—i.e., out of the pockets of those interested in the premises, who will usually be the brewers. Where any question arises between the various claimants to a share in the compensation, provision is made by which quarter sessions can shift the responsibility of deciding that question on to another tribunal, for it is enacted that if on the division of the amount

to be paid as compensation any question arises which quarter sessions consider can be more conveniently determined in the county court, they may refer that question to the county court, in accordance with rules that have yet to be made.

It now remains to consider where the compensation money is to come from. The policy of the Act is to make the owners of houses subject to "existing licences" themselves pay the compensation due to the owners of any house which is closed on public grounds. A fund is to be formed by imposing an annual charge in respect of all existing licences. The rates are to be fixed by quarter sessions, and are to be graduated according to the annual value of the premises. They are not to exceed the maximum charges set out in a schedule to the Act. For example, these charges are £1 where the value is less than £15 a year, £10 where the value is from £40 to £50 a year, &c., the highest maximum being £100 in cases where the annual value is over £900. These charges are to be paid together with the charges upon the excise licence, but a tenant may deduct the whole or part of the charge he pays from his rent. If his unexpired term does not exceed a year, he may deduct the whole charge; but if he has a lease with more than a year unexpired, the part of the charge he may deduct varies inversely with the number of years his lease has to run, according to a scale in a schedule. For example, if there are five years unexpired, he may deduct 70 per cent.; if there are ten years unexpired, he may deduct 45 per cent.; if twenty, 15 per cent. The licence-holder is precluded from contracting himself out of this right to deduct the charge from his rent.

The compensation fund will obviously be of somewhat slow growth, but it will not be necessary to wait until the fund is large enough before houses can be closed, for power is given to quarter sessions, with the consent of a secretary of state, to borrow money for the payment of compensation upon the security of the fund.

The carrying out of the provisions of this important Act is entrusted, for the most part, to quarter sessions. "Quarter sessions," however, for the purposes of the Act, is to have a somewhat restricted meaning. Thus, it is provided that quarter sessions may delegate any of their powers and duties under the Act to a committee. But in a county this delegation is to a great extent obligatory, and they are required to so delegate their power of confirming a new licence and of determining questions of renewal and compensation under the Act. In a county borough the Act applies as if it were a county, with the substitution for quarter sessions of the whole body of justices acting in and for the borough. These justices, it appears, have the option to delegate their powers under the Act to a committee of their body. In the case of a borough which is not a county borough, but which has a separate commission of the peace, the justices of such borough are entitled to appoint one of their number to act on the committee of the county with reference to any question of renewal and compensation under the Act. Hence the committee of the county justices will include one representative from each of these boroughs. The Act, therefore, has a considerable effect on the constitution of the tribunals with licensing jurisdiction. Thus, when the licensing justices in a county refuse a renewal on one of the specified grounds, the appeal from such refusal is to quarter sessions at large, and every justice, who is not for some reason disqualified, will have a right to adjudicate. But if the licensing justices think that a renewal should be refused on public grounds, the question is referred, not to quarter sessions at large, but to a committee to be appointed under the Act. In county boroughs we find a remarkable difference in the tribunal to which questions may be referred in various circumstances. Thus, if the borough licensing justices refuse to renew on one of the four grounds, there is an appeal from them to the county quarter sessions; whereas a question of refusal on public grounds, with a right of compensation, is referred to the whole body of the borough justices. Thus a very old grievance is kept alive to a great extent. It is not easy to see why it has been kept alive. It would seem that the Act afforded a good opportunity for putting an end to it for ever. The grievance is the power of county justices to overrule the discretion of borough justices on questions of refusing to renew. This power still exists where the refusal is on any of the four grounds.

Reviews.

Work and Labour.

WORK AND LABOUR: BEING A COMPENDIUM OF THE LAW AFFECTING THE CONDITIONS UNDER WHICH THE MANUAL WORK OF THE WORKING CLASSES IS PERFORMED IN ENGLAND. By R. M. MINTON-SENHOUSE, Esq., Barrister-at-Law. Sweet & Maxwell.

A person taking up this book for the first time will at once be struck by the generosity with which paper is used in its production—the wide margins and the large type. And, moreover, out of 275 pages of text, the book contains 201 pages of tables, index, &c. The result of this is that we have a small book in the guise of a large one. On looking more closely into the work, the next thing that will attract attention is its omissions. Of all the subjects which can be included under the heading "Work and Labour," certainly no subject is of more importance at present, or has attracted more attention of recent years, than compensation for injuries. In vain, however, do we seek for any information on this subject. But in the preface there is an explanation of this, to the effect that the author has written exhaustively on this branch of the law in another work. No doubt this is so, but does not the omission of the subject make the title of the book misleading? Any person buying a book with such a title has a right to expect to find compensation for injuries dealt with. Let us now look at the mode in which the author treats the Factory and Workshop Act. We find fifteen pages! We have no fault to find with what we read in those pages, but it is quite impossible for anyone in such a small space to deal with this great subject, or with the 163 sections of the Act, in a manner practically useful to a lawyer. We might specify other omissions which would emphasize the statement that the title is too comprehensive, but these will suffice.

As for what the book does contain, we can fully recommend it. There is a great deal to be found in it which it is hard to find elsewhere. Much of the matter is contained in orders and regulations, not always easy to discover; and much has to be sought in statutes, little known and referred to in but few text-books. A large amount of labour, and a considerable amount of knowledge and ability, has been employed in the compilation of the work, which gives much valuable information on innumerable matters pertaining to a vast number of employments, from that of the policeman to that of the shoeblick.

Criminal Law.

A DIGEST OF THE CRIMINAL LAW (CRIMES AND PUNISHMENTS). By the late Sir JAMES FITZJAMES STEPHEN, Bart., one of the Judges of the High Court. SIXTH EDITION. By Sir HERBERT STEPHEN, Bart., Clerk of Assize for the Northern Circuit, and HARRY LUSHINGTON STEPHEN, one of the Judges of the High Court of Calcutta. Macmillan & Co.

This well-known book was first published in 1877, and was intended by its learned author to prove to the world that it is quite possible to codify the Criminal Law of England. It is meant to be a complete statement of the whole of the law relating to those offences which commonly occur, as short as is consistent with accuracy. In fact it gives the existing law in the form of a code; and if codification ever does take place, this book will probably to a great extent furnish its framework. The chief value of the book is that it contains the considered opinions of one of the greatest criminal lawyers of the nineteenth century as to what that law is. As an authority it is constantly cited, and it has great weight with the Court for the Consideration of Crown Cases Reserved. Since the book first appeared, there have, of course, been many important changes in the law made by Act of Parliament. These changes have necessitated additions and amendments to successive editions. The book, however, remains in the sixth edition substantially the same as it was in the first, and whole pages are not altered in a syllable. Ten years have passed since the fifth edition was published. During that period very few statutes have been enacted, and very few decisions have been delivered, which can be considered of the first importance. The most notable change in the criminal law in the last ten years is certainly contained in the Larceny Act, 1901. Instead of the illogical and cumbrous provisions of sections 75 and 76 of the Larceny Act, 1861, as to misappropriation by agents, we have now a simple and far-reaching enactment, which enables justice to reach many fraudulent persons who formerly escaped. To criticize the original work might almost be said to amount to presumption. As to the latest edition, it will suffice to say that it makes alterations rendered necessary by changes in the law, and that such alterations are made with due care and accuracy. We have one small fault to find with the book, and that is that it is published with its pages uncut. We are not accustomed to meet with this annoying practice in connection with law books. Volumes of verse by the minor poets, which are read chiefly by ladies, with plenty of time on

their hands, may be published in this state, if their leisured readers like it. We do protest, however, most strongly against standard works of law being thus treated. They might as well be published in picture boards.

Books Received.

Paley's Law and Practice of Summary Convictions under the Summary Jurisdiction Acts, 1848-1899, including Proceedings Preliminary and Subsequent to Convictions, and the Responsibility of Convicting Magistrates and their Officers, with the Summary Jurisdiction Rules, 1886, and Forms. The Eighth Edition. By WALTER H. MACNAMARA, a Master of the Supreme Court, and RALPH NEVILLE, LL.B., Barrister-at-Law. Sweet & Maxwell; Stevens & Sons (Limited); Butterworth & Co.

Workmen's Compensation Cases: being Reports of Cases decided under the Workmen's Compensation Acts. Vol. VI. Edited by R. M. MINTON-SENHOUSE, Barrister-at-Law. William Clowes & Sons (Limited).

The Practice of Interpleader by Sheriffs and High Bailiffs, with Acts, Rules, and Forms. By DANIEL WARDE, Barrister-at-Law. Second Edition. Horace Cox.

Correspondence.

The Admission of Solicitors.

[To the Editor of the Solicitors' Journal.]

Sir,—Referring to the very interesting article which appeared in your columns recently on the admission of solicitors in the reign of George IV., would it not be an advantage to future solicitors, and possibly the public too, if the future admissions of solicitors in the reign of King Edward VII. were hedged around with a little more ceremony?

From the farce of admission as it was, nominally before the Master of the Rolls in court, the pendulum has swung to the other extreme. Why should not admissions take place in the hall of the Law Society four times a year, once each sittings, with ceremonies something similar to call nights at the Inns of Court? Many men fail now to realize the true obligations of the profession they are entering; they practically buy their admission certificates over the counter as it were, and a little more ceremony and dignity, coupled with kindly advice and warning from, say, the Master of the Rolls and the President of the Law Society for the time being, might in many instances have a wholesome effect upon the minds and characters of men at a very impressionable period of their professional lives.

HARVEY CLIFTON.

"Comparative" Professional Morality.

[To the Editor of the Solicitors' Journal.]

Sir,—It is a truism that "two wrongs do not make one right," but should not the lay papers be reminded by the SOLICITORS' JOURNAL to bear in mind, when they are casting journalistic stones at solicitors generally by reason of the regrettable delinquencies of the few, that virtue is easy when there is no temptation, and that other classes of professional men are not so largely exposed to the same kind of temptation. When they are, the same deplorable results are frequently seen, as has been the case recently with chartered accountants. In one case, reported in the public press recently, an accountant admitted, on his public examination in bankruptcy, that in an estate of which he was the liquidator there was a deficiency of nearly £4,000. In another case the recent investigation of affairs of a chartered accountant shews defalcations amounting to £5,000. CAREY STREET.

Mr. Justice Bray was entertained at a congratulatory dinner at the Grand Hotel this week by a number of his former pupils in celebration of his elevation to the bench. The chair was occupied by Mr. J. F. P. Rawlinson, K.C. Mr. Justice Bray was presented during the evening with a handsome illustrated album, which contained the names of those pupils present and of others who were unavoidably prevented from attending the dinner.

Mr. Justice Wills, in charging the grand jury at the Bodmin Assizes on the 14th inst., again referred to the Poor Prisoners' Defence Act, which, he said, was most imperfectly drawn. He could not help thinking that it was prepared by someone who had never had any experience of criminal courts. He was in sympathy with the legislation, but it was rendered very difficult of operation by the way in which the measure was drawn. He said it had been thought desirable by the judges to call the attention of the magistrates to the Poor Prisoners' Act, inasmuch as they were the persons to exercise the beneficial part of the Act, which could only be adopted with the greatest difficulty, by reason of the very imperfect legislation which had been created by the Act.

Points to be Noted.

Conveyancing.

Equitable Limitations.—In the construction of equitable limitations the court is not bound by the analogy of legal rules of construction, but may give effect to any indication of the true intention of the grantor which may be found on the face of the instrument elsewhere than in the words of the limitation itself. An intention sufficient to supply the word "heirs" to an equitable limitation to grandchildren as tenants in common may be gathered from the limitation of a gift over "in default of issue."—*RE TRINGHAM'S TRUSTS* (1904, 2 Ch. 487).

Ancient Lights.—The owner of a tenement cannot by lapse of time acquire a right to all the light having access to the tenement. It is not sufficient, therefore, to constitute an actionable interference with the enjoyment of light in respect of a particular tenement that the amount of light so enjoyed has been appreciably or substantially diminished. The owner of the dominant tenement must show that the obstruction he complains of is a nuisance, such as will interfere with a right to light measured by what is required for the ordinary purposes of inhabitation or business of the tenement, according to the ordinary notions of mankind. The fact that an angle of forty-five degrees of unobstructed light is left to the owner of the dominant tenement is not conclusive that the right to light thus measured has not been interfered with, but affords a fair working rule upon which such a conclusion may be founded. The actual user of light by the owner of the dominant tenement will neither increase nor diminish his right to light.—*COLLS v. HOME AND COLONIAL STORES* (53 W. R. 30; 1904, A. C. 179).

Lessor and Lessee.—Expenses incurred under section 101 of the Factory and Workshop Act, 1901, are within the usual covenant on the part of the tenant to pay all "outgoings." Notwithstanding the dictum of Channell, J., in *Monk v. Arnold* (a case decided under the Factory Act, 1901) (1902, 1 K. B. 761), a tenant may be sued upon a covenant wide enough to include such expenses, though containing no specific mention of them. Such a covenant is sufficient to exclude the jurisdiction of a magistrate under sub-section 8 to make an order apportioning expenses.—*GOLDSTEIN v. HOLLINGSWORTH* (1904, 2 K. B. 578); *MORRIS v. BEALL* (1904, 2 K. B. 585).

Mortgagor and Mortgagee.—A contract between a mortgagor and a mortgagee, made at the time of the mortgage and as part of the mortgage transaction, for the purchase by the mortgagee of the equity of redemption in the mortgaged property, is absolutely void. To admit the validity of such a contract would have the effect of preventing the mortgagor from getting back his property upon payment off of the amount due on his security, and would thus be in direct conflict with the well-established doctrine of equity embodied in the maxim "once a mortgage, always a mortgage."—*SAMUEL v. JARRAH TIMBER WOOD PAYING CORPORATION* (52 W. R. 673; 1904, A. C. 323).

Cases of the Week.

Court of Appeal.

Re RICHARD AND GREAT WESTERN RAILWAY CO. No. 1. 8th Nov.
RAILWAY—MINERALS—MINERALS UNDER RAILWAY—NOTICE NOT TO WORK—COMPENSATION—INTEREST—RAILWAYS CLAUSES ACT, 1845 (8 & 9 VICT. C. 20), s. 78.

Appeal from the judgment of Channell, J., upon an award of an arbitrator stated in the form of a special case. Richard was the lessee for a term of years of seams of coal extending under the line of the Great Western Railway Co. In 1895 he gave notice to the railway company, under section 78 of the Railways Clauses Act, 1845, of his intention to work the coal lying under and adjacent to the railway, and on the 23rd of December, 1897, the 26th of September, 1898, and the 16th of January, 1899, the railway company gave him counter-notices stating that the working of the coal would be likely to damage the railway, and that they were willing to make compensation for preventing the coal being worked. The question of the compensation payable by the railway company was referred to arbitration, and in February, 1903, the arbitrator made his award for £14,654 5s. 10d. as compensation, and for £2,795 13s. 3d. as and for interest upon the sum of £14,654 5s. 10d. from the date of the counter-notices to the date of the award. The question for the opinion of the court was whether he had any jurisdiction to award the interest. Channell, J., held that the arbitrator had power to take the amount of the interest into consideration in arriving at the calculation of the sum to be awarded as compensation for depriving the mine owner of his right to work his mines as from the date of the counter-notices. He therefore held that the arbitrator had jurisdiction to award the £2,795 13s. 3d. The railway company appealed.

THE COURT (COLLINS, M.R., and STIRLING and MATHEW, L.JJ.) allowed the appeal.

COLLINS, M.R., said that in his opinion the case was governed by two

decisions in the House of Lords. The first was *Caledonian Railway Co. v. Carmichael* (L. R. 2 H. L. Sc. 56), where Lord Westbury said that interest could be demanded only in virtue of a contract, or where the principal money had been wrongfully withheld. The second case was a decision upon section 22 of the Waterworks Clauses Act, 1847, which contained provisions similar to those of section 78 of the Railways Clauses Act, 1845, *Bullis and Morthyr Dars Steam Collieries v. Pontypridd Waterworks Co.* (52 W. R. 193; 1903, A. C. 426). In that case the House of Lords held that where a mine owner was prevented from working his coal, as in the present case, there was no purchase of the coal by the company. That being so, the principle laid down in *Birch v. Joy* (3 H. L. C. 565), as between vendor and purchaser, that a purchaser in possession of an estate was liable to pay interest on the unpaid purchase-money, did not apply. The claimant therefore was not entitled to interest on the amount of the compensation moneys from the date of the counter-notices to the date of the award.

STIRLING and MATHEW, L.JJ., concurred.—COUNSEL, *Cripps, K.C., Ernest Moon, K.C., and Howard Wright; Abel Thomas, K.C., S. T. Evans, K.C., and George Gave, K.C.* SOLICITORS, *R. R. Nelson; Pontifex, Hewitt, & Pitt.*

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

EVANS v. COOK, LANCASHIRE AND YORKSHIRE INSURANCE CO. (LIM.) (Third Parties). No. 1. 10th Nov.

MASTER AND SERVANT—MASTER'S LIABILITY—ACCIDENTAL INJURY—SUB-CONTRACTOR—INDEMNITY—RIGHT TO SEE—WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. C. 37), s. 1, SUB-SECTION 3; s. 4.

Appeal from the judgment of Wills, J. The plaintiff, who was the contractor for the erection of a building, entered into a sub-contract with the defendant, whereby the latter agreed to execute a part of the work. A workman in the employ of the defendant was, in July, 1901, injured by an accident while engaged on the work, and became entitled to compensation under the Workmen's Compensation Act, 1897. Notice of the accident was given to the plaintiff and to the defendant, and the plaintiff agreed with the workman to pay him during incapacity half his average weekly earnings as compensation. A year afterwards, in consequence of the decision of the House of Lords in *Cooper and Grans v. Wright* (51 W. R. 12; 1902, A. C. 302), the plaintiff claimed an indemnity from the defendant under section 4 of the Workmen's Compensation Act, 1897, and brought an action in the High Court to enforce it. The defendant served a third party notice upon the Lancashire and Yorkshire Insurance Co. claiming an indemnity from them under a policy of insurance against liability under the Workmen's Compensation Act, 1897. The insurance company entered an appearance, and admitted that, if the defendant was liable to the plaintiff in the action, they were liable to indemnify the defendant, but they contended that the plaintiff had no right to bring an action against the defendant to enforce the indemnity, but could only take arbitration proceedings under the Workmen's Compensation Act. Wills, J., held that the plaintiff was entitled to bring an action to enforce the indemnity, and he gave judgment for the plaintiff. The insurance company appealed.

THE COURT (COLLINS, M.R., and STIRLING and MATHEW, L.JJ.) dismissed the appeal.

COLLINS, M.R., said that there was nothing in section 1, sub-section 3, or section 4 of the Workmen's Compensation Act, 1897, which took away the right of the plaintiff to bring an action to enforce the indemnity. Section 1, sub-section 3, dealt with the liability of the employer to pay compensation to his workman. Rules 19, 20, and 23 of the Workmen's Compensation Rules, 1898, dealt with a case in which a workman instituted arbitration proceedings to recover compensation, and did not apply to a case where an agreement was made to pay compensation. The action was therefore maintainable.

STIRLING and MATHEW, L.JJ., concurred.—COUNSEL, *Slanger, K.C., and McCordie; W. Wills, and T. T. Blyth; Hugo Young, K.C., and J. D. Crawford.* SOLICITORS, *Wynne-Baxter, & Keeble; Field, Rowse, & Co., for Dawson & Wright; Nottingham; Pritchard, Englefield, & Co.*

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

Re SOLOMONS. Ex parte THE BANKRUPT. No. 2. 11th Nov.

BANKRUPTCY—PRACTICE—RECORD BOOK—MINUTES OF COMMITTEE OF INSPECTION—BANKRUPT'S CLAIM TO INSPECT—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), s. 80—BANKRUPTCY RULES, 1886, RE. 12, 16, 285, 292.

Appeal from a decision of Bigham, J. (48 SOLICITORS' JOURNAL, 674; 53 W. R. 30; 1904, 2 K. B. 760), refusing to authorize inspection by the bankrupt of his trustee's record book, containing minutes of the committee of inspection, and copies of letters and other papers, which the trustee, on obtaining his release, had handed over to the official receiver. The bankrupt had been prosecuted and convicted for an offence under the Debtors Act, 1869, and it appeared from his affidavit that he believed the inspection would afford material for re-establishing his character. The official receiver had allowed him as a favour to see the minutes of one meeting of the inspection committee, but had denied his right to inspect the whole of the record book, and the learned judge had refused to make an order for such inspection.

THE COURT (VAUGHAN WILLIAMS, ROMER, and COMESS-HARDY, L.JJ.) dismissed the appeal, on the ground that although the Bankruptcy Rules of 1886, r. 285, gave to creditors the right to inspect the record book, and though the bankrupt could obtain office copies of the records of the court under rule 16, neither the Bankruptcy Act, 1883, nor any of the rules of 1886 gave the bankrupt a right to inspect the record book, and the court

could not authorize such inspection or go into the circumstances adduced in support of the claim.—COUNSEL, *Muir Mackenzie*. SOLICITOR, *The Solicitor to the Board of Trade*.

[Reported by R. HILL, Esq., Barrister-at-Law.]

CHRISTY v. TIPPER. No. 2. 14th Nov.

TRADE-MARK—INVENTED WORD—DESCRIPTIVE—PATENTS, &c., ACTS, 1883 (46 & 47 VICT. c. 57), s. 64 (1) (d) (e), and 1888 (51 & 52 VICT. c. 50), s. 10.

This was an appeal from a decision of Joyce, J. (reported 48 SOLICITORS' JOURNAL 223, 52 W. R. 414; 1904, 1 Ch. 696). The learned judge had held that the word "Absorbine," which had been registered by the plaintiffs as a trade-mark for a veterinary preparation used for the cure, by absorption, of swellings in horses and cattle, was not an invented word, and had obvious reference to the character or quality of the preparation, and he dismissed the action, by which the plaintiff Young, the manufacturer of the preparation in America, and the plaintiffs Christy & Co., who were his agents in England, sought to restrain infringement of the mark by the defendants, on whose motion it was further ordered that the trade-mark should be expunged from the register. The plaintiff Young appealed.

THE COURT (VAUGHAN WILLIAMS, ROMER, and COZENS-HARDY, L.JJ.) dismissed the appeal, holding that in every case the word itself must be looked at, and that the word "Absorbine" was not an invented word but a mere variation of "absorb," and so had reference to the character or quality of the goods. It therefore offended against the terms of section 64 (1) (d) (e) of the Patents, &c., Act of 1883, as amended by section 10 of the Patents, &c., Act, 1888, and was not a proper word for registration as a trade-mark.—COUNSEL, *Neville, K.C.*, and *Sebastian; Younger, K.C.*, and *E. P. Hewitt*. SOLICITORS, *Lionel E. Townroe; Belfrage & Co.*, for *T. W. Robinson*, Birmingham.

[Reported by R. HILL, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Re WATSON (DECEASED). Kekewich, J. 9th Nov.

TRUSTEE—COSTS—PRACTICE OF FILING AFFIDAVITS.

Further consideration. The testator, W. F. Watson, of Isleworth, by his will dated the 5th of May, 1886, appointed the defendant and N. executors and trustees of his will. He bequeathed the residue of his personal estate and all his real estate to his trustees upon trust to convert the same into money and invest the same upon certain authorized investments, upon trust to pay the income to his wife during her widowhood, and upon the determination of this trust in trust for all his children in equal shares. The testator directed how the money should be invested; he also provided that his wife, so long as she should continue his widow, should have power to appoint a new trustee or new trustees of his will. The testator had four children by his first marriage and four by his second marriage. He died on the 22nd of December, 1897, and his will was duly proved by the two executors. N., one of the executors, died on the 17th of February, 1900, leaving the defendant sole executor and trustee of the will. By a voluntary settlement dated the 10th of April, 1901, the testator's eldest son, H. F. Watson, assigned to three trustees all the share which he was or might at any time become entitled to under the trusts of the said will to hold upon the trusts thereafter declared. The three trustees of this settlement, together with the three other children of the first marriage, were the plaintiffs in this action. It became necessary to ascertain what the property comprised in the voluntary settlement consisted of; accordingly, the plaintiffs' solicitors applied to the defendant in April, 1901, for an account of the estate of the testator and of the dealings therewith. This application was renewed again and again, but although the defendant repeatedly promised attention to the matter, no complete and satisfactory account was obtained from him. In December, 1901, the defendant sent to the plaintiffs' solicitors certain accounts of the trust estate, and of the dealings therewith, prepared by Messrs. Marreco & Co., a firm of accountants. The plaintiffs thereupon instructed Messrs. F. Kemp & Co., accountants, to examine and vouch the accounts, but on proceeding to do so they were informed by Marreco & Co. that the accounts were not intended to be final and were in fact incomplete in many details. After many applications, on the 25th of January, 1902, Marreco & Co. promised on behalf the defendant to proceed with the preparation of full and satisfactory accounts, and represented that they would be able to submit the same within a week, but no further accounts were delivered notwithstanding the pressure put upon the defendant, whereupon the plaintiffs issued the writ in this action on the 24th of April, 1902. The statement of claim was delivered on the 16th of January, but no defence was put in, and accordingly judgment was entered and an order made on the 14th of July directing that the following accounts and inquiries should be taken by the master: (1) An account of the personal estate (not specifically bequeathed) of the testator come to the hands of the defendant, the executor of his will, or to the hands of any person to the order of the defendant; (2) an account of the testator's debts; (3) an account of the testator's funeral expenses. No less than six accounts were produced before the master. Account A was that prepared by Marreco & Co., and accounts B, C, and D comprised items which were omitted from account A, but which ought to have been included: accounts F and G comprised items which could not have been included in account A. The master made his certificate on the 20th of June, 1904, in which he disallowed many items of disbursements and also disallowed many items

for costs, charges, and expenses for the direction of the court on further consideration. The defendant did not make an affidavit in answer to the charges made against him by the plaintiffs till after the certificate of the master had been given. The question for decision was whether the defendant trustee, who was a solicitor, should bear part or the whole of the costs caused by the way in which he had kept his accounts. It was argued for the plaintiffs that the expenses in chambers had been enormously increased by the fact that such a number of supplemental accounts had been brought in, a great number of appointments being required to vouch the accounts, and by the great length of the affidavits and exhibits; that it was the duty of an executor to keep his accounts so that accountants could at once ascertain the position; that the principle laid down by Farwell, J., in *Re Skinner* (1904, 1 Ch. 289) ought to be applied, and the defendants ordered to pay all the costs, including the costs of taking and vouching the accounts. On behalf of the defendant it was proposed to read an affidavit filed on the 7th of November, 1904, in answer to the charges, and *Beane v. Elliott* (W. N., 1880, p. 99) and a note in the Annual Practice, 1904, p. 148, were cited in support of the proposition. It was contended that the costs up to judgment ought to have been dealt with in the judgment. As to the costs subsequent to judgment, the estate was a very complicated one and an account had been delivered before action. Part of the balance found to be due from the defendant had been paid to the tenant for life, but the greater part remained in his hands, which he was prepared to pay into court. It was not a case of misconduct on the part of the defendant, only a question of accounts. There being no breach of trust, the trustee should be allowed his costs in taking accounts at chambers. At the most he ought not to be made to pay costs, only to have his costs disallowed.

KEKEWICH, J., said that the duty of a trustee was threefold: there was the duty to keep accounts, the duty to deliver accounts, and the duty to vouch accounts; but the considerations which applied to them were not the same. The duty of a trustee to keep accounts was an essential duty, he must keep such accounts so as to be able to deliver a proper account within a reasonable time shewing what he had received and paid. As to the duty of delivering accounts, different considerations applied. In the case of very long accounts the trustee might incur considerable expense, and he could not be called upon to deliver accounts until his expenses had been guaranteed. As to the duty of vouching accounts, that could not arise till after the accounts had been delivered. His lordship said he did not proceed on the ground that the trustee had failed to deliver or to vouch accounts, but on the ground that he had failed to keep proper accounts. The real difficulty was that the accounts had not been kept so that delivery within a reasonable time was possible. The defendant had failed in his duty as trustee and put the estate to enormous expense, and he must pay the costs up to the date of the order of the 14th of July, 1902. About that he did not entertain any doubt. Another question was as to the costs since the order. The defendant consented to the order. The accounts were brought into chambers, and because of the way they had been kept considerable expense was incurred. Account A had to be supplemented in order to enable the master to make his certificate. He did not think he would be wrong in making the defendant pay all the costs up to the date of the master's certificate. But there was something to be said in the defendant's favour, the accounts had not turned out very badly, and there was no suggestion of dishonesty. That being so, the learned judge had some hesitation in making the defendant pay the costs subsequent to the date of the order. He was satisfied that had the defendant kept proper accounts these costs would not have been incurred. Proceedings were not taken earlier on account of the defendant's promises to deliver accounts, the plaintiffs not wishing to make costs, but an action was rendered necessary at last by the defendant's conduct. The learned judge thought he should not be doing an injustice in disallowing defendant's costs in chambers, but he was to have his costs on further consideration, except so far as they had been increased by the defendant's affidavits and exhibits. As to the practice of filing affidavits, there was a note in the Annual Practice, 1904, p. 148, that any evidence required on further consideration for the purpose of determining who was to bear the costs of the action might be by affidavit, but the learned judge thought that when there was a dispute between the parties evidence not before the master should not be used, first without notice, and secondly, without the consent of the court. In the present case an affidavit was filed on the eve of the hearing of the further consideration which was intended to upset the whole of the case; this seemed to him to be very wrong. How could solicitors deliver proper briefs if at the last moment affidavits were sprung upon them. On a question of practice the court was not bound to accept any evidence except that before the master, and in another case such further evidence should not be used except on fair terms.—COUNSEL, *Stewart Smith, K.C.*, and *Waggett; P. O. Lawrence, K.C.*, and *Gately*. SOLICITORS, *Bompas, Bischoff, Dodgson, Coxe, & Bompas; Skene-Cox, Nash, & Co.*

[Reported by R. FRANKLIN STUBBING, Esq., Barrister-at-Law.]

Solicitors' Cases.

Re G. E. LEWIS. Kekewich, J. 8th Nov.

MORTGAGOR—MORTGAGEE—COSTS OF RE-ASSIGNMENT—REVIEW OF TAXATION WHERE ITEMS OBJECTED TO UNDER 40s.

Summons to vary taxing-master's certificate. The respondent Lewis was the solicitor for C. A. W. Giles, who was the mortgagee of certain property belonging to A. H. Middleton, who had mortgaged the same to Giles. In March, 1904, the mortgagor entered into an agreement with the mortgagee that he, the mortgagee, for the sum of £200 would release the mortgage and give up all deeds. The money was paid and the deeds

handed over on the 9th of April. The mortgagee consulted his solicitor Lewis in the course of the proceedings but forgot to pay his costs. Subsequently, in May, Middleton wished to effect a fresh mortgage on the property, but found he required a re-assignment executed by Giles, and Lewis said he would approve the re-assignment on behalf of Giles, but his costs would have to be paid by Middleton. Middleton agreed to pay the costs of the re-assignment. The re-assignment was first drawn to be indorsed on the mortgage, but as there was found to be no room on the mortgage it was varied to be a supplemental deed, but the alterations did not exceed one folio. On the 3rd of June, 1904, Lewis wrote that he was prepared to complete the re-assignment upon payment of his charges amounting to £4 8s. 8d. On the 9th of June this amount was paid under protest and an order of course was obtained for taxation of the bill. The taxation duly took place, and in the result £1 3s. 10d. was taxed off. The master certified that the bill as taxed was less by a sixth part than the said bill as delivered but that he considered that there were special circumstances in this case which would induce the court to modify the statutory incidence of the costs of taxation. The client Giles appeared to have made some arrangement with the mortgagor, Middleton, which resulted in the handing over of the deeds on payment of an agreed sum. Giles apparently forgot that he was indebted to his solicitor in respect of mortgagee's costs. Had the bill been taxed purely between the solicitor and his own client less than a sixth would have been taxed off, namely, 13s. 10d. out of £4 8s. 8d., while there were several uncharged items for which charges could reasonably and properly have been made. But in view of *Re Gray* and *Re Longbotham* he was bound to take off an item which was not due from the mortgagor to the mortgagee, and it was by this means alone that the amount of the deduction exceeded the sixth. Objections were carried in to four items of the bill. The items objected to, were: 1904, April 7.—Attending you (Giles) on your calling, and I handed you all deeds in my hands herein, 10s. 1904, April 9.—Writing Mr. Middleton with the deeds accordingly, and requesting him to acknowledge receipt, as also of deeds handed to him by Mr. Giles, and attending registering same, 5s. 1904, May 31.—Re-perusing engrossment as altered, fo. 7, 7s. 1904, May 31.—Examining engrossment 1s. 2d. The master overruled the objections and added a note that he also drew the attention of the court to the fact that the items objected to amounted to less than 40s.: *Newton v. Boodle* (4 C. B. 359). It was argued in support of the application that the case of *Newton v. Boodle* relied upon by the master in support of the proposition that when the items alleged to be improperly allowed did not exceed 40s. the court would not order a taxation to be reviewed, did not really do so when examined, and that the observation of Wilde, C.J., which was interjected in the argument, only applied to the particular facts of that case, and did not apply to the present case, where the items objected to amounted to one-fourth of the whole bill as delivered. The master had improperly allowed the items objected to. The special circumstances alleged were not sufficient to induce the court to alter the statutory incidence of taxation.

KEKEWICH, J., said that this was a summons to review a taxation in respect of four items which the applicant said ought not to be allowed. The master referred him to the case of *Newton v. Boodle*, the head-note of which on this point was that the court would not order a taxation to be reviewed where the amount alleged to have been improperly allowed was less than 40s. The authority for the head-note was the statement of Wilde, C.J., on p. 362, that if anything had been improperly allowed the excess was so trifling—less than 40s.—that the court could not interfere. There was a reporter's note at the foot of the page that the Exchequer Chamber, when this case was before them on writ of error, granted a rule nisi to review the taxation upon this objection. No cause, however, was shewn, the parties having compromised. The learned judge did not think that a *dictum*, although it expressed the views of the court standing alone, ought to be taken by him as concluding the practice in such matters. He could not overrule the decision of the court, but he did not know of any decisions in which it had ever been followed, or that it had been incorporated in the text-books, and the taxing-master did not appear to regard it as establishing the practice of the court, and therefore he did not propose to deal with the case on that footing. The present case was a taxation by a third party liable, and the point was one of considerable public importance. It was strange that the point should have been raised by the mortgagor and not by the party immediately liable. The mortgagor was liable to pay the costs properly incurred by the mortgagee, but it frequently happened that after the mortgagor had paid off the mortgage the mortgagee remained indebted to his solicitor, having thought fit to take legal advice for his own assistance when not absolutely necessary. In the present case an arrangement was made between the mortgagee and mortgagor to pay a lump sum for costs, nothing more to be said on either side but the mortgagee forgot his own solicitor's bill, and having accepted a lump sum could probably not have recovered anything from the mortgagor. Subsequently the mortgagor found he could not get on without a re-assignment, but the mortgagee refused to re-assign without the payment of his costs, as he was entitled to do. The costs which we were concerned with now were the costs of the re-assignment. The real objection to these four items was, that they were included in the lump sum or that they were improper charges. The taxing-master had come to the conclusion that they might properly be charged in this bill, and the learned judge did not see his way to differ from the master, and as far as these four items were concerned could do nothing more than refuse the application. But that only disposed of one part of the case. The master, in his certificate, had found special circumstances which he considered should induce the court to modify the statutory incidence of taxation. The result of the taxation was that the mortgagee would have to pay the costs of the taxation unless the court allowed the special circumstances. It was in the discretion of the court

to modify the incidence, and it was quite right for the taxing-master to call the attention of the court to any special circumstances. The master had given two reasons for finding special circumstances—first, that had it not been for the decision in *Re Gray* (1901, 1 Ch. 239) and *Re Longbotham & Sons* (1904, 2 Ch. 152) he should have allowed some charges. The learned judge was glad that the decision in *Re Longbotham & Sons*, which followed the decision of Cosens-Hardy, J., in *Re Gray*, had been approved by the Court of Appeal and that taxation had been put on a proper footing. The taxing-master also said that there were several uncharged items which might properly have been charged, but it often happened that a solicitor omitted to charge items for which he might have made a charge. Still, the master had opportunities to say what the bill might have been, and he said, in effect, that the bill was a very moderate bill, and that it might have been larger. That was a very proper matter to call the attention of the court to, and which the court should take into account in considering the incidence of taxation. Having regard to the fact that the whole bill was only £4 8s. 8d., and that £1 3s. 10d. was taxed off, the learned judge thought that the luxury of taxation was one for which the mortgagor must pay.—COUNSEL, J. S. Green; O. Leigh Clark. SOLICITORS, H. H. Wells & Sons; G. E. Lewis.

[Reported by R. FRANKLIN STUBBS, Esq., Barrister-at-Law.]

Law Societies.

United Law Society.

Nov. 14.—Mr. E. S. Cox-Sinclair in the chair.—In the absence of Mr. J. Wylie, Mr. Forder Lampard moved, "That this house disapproves of Mr. Meredith's suggestions for alteration of Marital Relations and the Marriage Contract." Mr. Neville Tebbutt, LL.B., in the absence of Mr. C. Kains Jackson, opposed. The speakers were Messrs. F. Hardinge Dalston, P. Aylen, T. Ottaway, Ronald Walker, A. R. Turin, A. Michelson. The motion was carried by a majority of five votes.

Law Students' Journal.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—Nov. 15.—Chairman, Mr. H. G. Barrett.—The subject for debate was: "That this house approves of the Licensing Act, 1904." Mr. W. V. Ball opened in the affirmative, Mr. A. C. Dowding seconded in the affirmative; Mr. R. C. P. Croom Johnston opened in the negative, Mr. W. Hooper seconded in the negative. The following members also spoke: Messrs. Scott Duckers, F. H. Hole, Mitchell, C. S. Green, G. C. Blagden. The motion was lost by one vote.

BIRMINGHAM LAW STUDENTS' SOCIETY.—Nov. 15.—There was a very good attendance of members, nearly thirty being present. After the transaction of special business the vice-president, Mr. Isaac Bradley, gave a lecture entitled "An Indenture of Lease." A hearty vote of thanks to the chairman for his lecture terminated the proceedings.

The Land Registry's New Scheme.

The following circular has been issued by the Yorkshire Union of Law Societies:

Basinghall-street, Leeds, November 14th, 1904.

Re LAND TRANSFER.

DEAR SIR,—Consequent upon what has recently transpired as to the possibility of an early extension of the system of compulsory registration of title to the whole of England; the probability of an early dissolution of Parliament; and the fact that no other association appears to have taken any step towards securing timely combined action on the part of our profession in relation to the matter; I am instructed by the Yorkshire Union of Law Societies to earnestly solicit your attendance at a conference to be held in the Midland Railway Company's Shareholders' Room, at the Company's Station at Derby (entered from Platform No. 1), on Friday, the 9th of December, at 3 p.m., for the purpose of considering the propriety of some course being taken by the provincial members of the profession, in conjunction with the Council of the Law Society, for the purpose of preventing any proposal for extension being made or resisting it in case it should be made until a full and independent inquiry finds that such a course is warranted by the experiment now on its trial in London.

On the establishment of compulsory registration, Land Transfer offices would only be provided at suitable centres; a fact affecting cost and loss of time which will affect the rural far more than the urban practitioner.—I have the honour to be, dear sir, your obedient servant,

A. COPSON PEARCE.

Hon. Sec. Yorkshire Union of Law Societies.

Amongst the students called to the bar on Thursday are, says the *Westminster Gazette*, Mr. Raymond Asquith, son of the Right Hon. H. H. Asquith, Mr. H. S. Bompas, son of Mr. Bompas, K.C., and Mr. Elphinstone, son of Sir Howard Elphinstone, the great conveyancer.

Legal News.

Appointments.

Mr. GEO. E. SOLOMON, solicitor, of Old Trinity House, E.C., has been appointed a Commissioner, without limitation, to Take and Receive Affidavits, &c., Bail, Recognizances, and all Documentary Proofs in Authentication for Use, Registration and Record in the Colony of Newfoundland and the Supreme Court thereof.

Mr. CHARLES CLARE SCOTT, barrister-at-law, has been appointed a Representative of the Middle Temple on the Incorporated Council of Law Reporting for England and Wales, in the place of Mr. Justice A. T. Lawrence.

Mr. Justice A. T. LAWRENCE has received the honour of Knighthood.

Changes in Partnerships.

Dissolutions.

HARRY MORSE HEWITT and EDGAR FARMAN, solicitors (Morse Hewitt & Farman), 37, Walbrook, London, E.C. Nov. 5. Each partner will in future carry on business separately at the firm's present offices, 37, Walbrook, London, E.C.

CHARLES SEATON PEMBERTON, BUSICK EDMONDS PEMBERTON, HENRY ARTHUR WHATELY, FRANCIS EDWARD JAMES SMITH, and GEORGE LAWRENCE STEWART, solicitors (Lee & Pemberton), 44, Lincoln's-inn-fields, London, W.C. Nov. 15. So far as regards Charles Seaton Pemberton, who retires from the firm. The said Busick Edmonds Pemberton, Henry Arthur Whately, Francis Edward James Smith, and George Lawrence Stewart will carry on the business under the same style or firm of "Lee & Pemberton."

General.

Having tracked down a goose thief and caused him to be arrested, a Highgate lady was, says the *Globe*, complimented by the magistrate. "If ever you want an appointment," he said, "apply to Scotland Yard." Anyone with a natural aptitude for wild-geese chases would be welcomed there.

In his address to his constituents, surveying his quarter-century in Parliament and his twelve years' uninterrupted Premiership, Mr. Seddon, says the *Westminster Gazette*, incidentally mentioned that he had introduced 550 Bills and that 200 of them were now on the Statute Book—certainly a remarkable record in strenuous statesmanship.

Massachusetts and New Jersey, and possibly other States, says the *Albany Law Journal*, years ago abolished coroners by legal enactment, empowering the governor to appoint in their place medical examiners, men learned in the science of medicine, whose duties are to make examinations of dead bodies, to hold autopsies on the same, and in cases of death from violence to notify the district attorney and a justice of the district of the fact.

We have reason to believe, says the *Fall Mall Gazette*, that the report of the commissioners on the Beck case has now reached the Home Office. We have no doubt that, following the course he has adopted from the first, to make public everything connected with this unfortunate matter, the Home Secretary will take steps to have the report printed and circulated with the least possible delay, and we may therefore hope to be in possession of its contents in the course of next week.

Mr. Justice Ridley, says the *Daily Mail*, had the invidious task on Wednesday of repelling the first lady who has appeared at the High Court bar in a representative capacity. It was an action brought by theatrical printers to recover the balance of an account for printing, and when the case was called on a good-looking young lady—the defendant's niece—stepped forward and desired to be heard in defence of the action. Mr. Justice Ridley (dubiously): Are you a member of the bar? The Young Lady: No. The Judge: I suppose not. Then I cannot permit you to represent your uncle.

The King held a Privy Council on Wednesday. It is understood that his Majesty handed to the Lord Chancellor a new Great Seal. Although, says the *St. James's Gazette*, events have occasionally necessitated the adoption of a new Great Seal, the change is a rare one. Only three times during the long reign of Queen Victoria was a new seal required, the last occasion being in 1890. The accession of King Edward necessitated the present change, and at a council about two years ago the design was submitted and approved by his Majesty. The seal was now therefore formally handed by his Majesty to the Lord Chancellor, who assumed custody of it.

In large commercial communities, says a writer in the *Albany Law Journal*, some business men divide their legal business among two or three different lawyers, thinking thereby to gain an advantage. When such a client has an important case to be looked after, he selects that one of his attorneys whom he thinks has special facility or "pull," or what not, to manage such a case. When he wants an opinion upon an important point, he submits it to each of them separately and compares their opinions. It is a question whether either client or the attorney benefits by such a method. Men of experience and prudence seem to be fully satisfied with the old-fashioned method of having one regular legal adviser.

A very pointed allusion to Lord Coleridge's habit of sleeping on the bench was, says the *Globe*, once made in the Court of Appeal in a case which Mr. Justice Mathew had tried with him. "This, my lords, is an appeal from a decision of Mr. Justice Mathew," said a counsel for the appellant. "You mean a decision of the Lord Chief Justice and Mr. Justice Mathew," observed Lord Esher. "No, I mean a decision of Mr. Justice Mathew," replied the counsel. "There is something wrong here. The Lord Chief Justice's name, as well as Mr. Justice Mathew's, appears on the papers," Lord Esher explained. "Oh, I don't deny the Lord Chief Justice was present," remarked the daring advocate. "Go on," exclaimed Lord Esher, not without the suggestion of a smile upon his countenance.

The granting of a new Great Seal to the Lord Chancellor on Wednesday means, says the *St. James's Gazette*, that Lord Halsbury, as the only man living who has held the office, will have the old one as his perquisite. When it has been necessary to make a new seal while the Chancellor and his predecessor lived, there has been squabbling over the pieces of the old one which the Sovereign has been called upon to deface. There was a good-humoured contest between Lords Lyndhurst and Brougham for that which had existed prior to the accession of William IV., and that sagacious monarch, emulating the judgment of Solomon, had the Great Seal cut in half, and a portion presented, one to each applicant. The two halves were made into salvers bearing their owner's and their Sovereign's arms.

The President of the Surveyors' Institution, in his inaugural address on the 14th inst., said that it was too much to say that the decision in the case of *Colls v. Home and Colonial Stores* put the law as to ancient lights on a clear and definite footing. But it had swept away many contradictory decisions, and he hoped that in future they would less often have their eyes offended by the unsightly boards bearing the menacing words "Ancient lights," which were apt to be used as a lever for virtual blackmailing in cases where persons were timid and fearful of the risk of an action at law. There still remained the necessity for a special technical tribunal, composed of persons familiar with the difficulties of arrangement and construction which beset building operations in large centres, and working on settled and consistent lines, for dealing with questions of fact.

Mr. Justice Bucknill, says the *St. James's Gazette*, seems to have preferred common-sense to the strict letter of the law at Northamptonshire Assizes, where he insisted that a man, upon surrendering to his bail, should be searched before being tried. How necessary is such a course was brought home to us all a few months ago when Whitaker Wright was found to have sat through his trial with a loaded revolver in his pocket, as well as the deadly poison with which at last he took his life. Wardens are not, as a rule, prepared to question the ruling of the judge as did this one at Northampton. One man acting on the order of the court to put back a man committed for contempt, had the victim still in custody when the Recorder returned in the following year. Instructions were given for the man's instant release, and the warden, after the court had risen, was asked how he managed to get rid of the prisoner without trouble. "I told him that I had known many a man transported for less, and he was very grateful," was the answer.

A story is told, says the *Philadelphia Ledger*, of an eminent lawyer receiving a severe reprimand from a witness whom he was trying to brow-beat. It was an important issue, and in order to save his cause from defeat it was necessary that the lawyer should impeach the witness. He endeavoured to do it on the ground of age, in the following manner: "How old are you?" asked the lawyer. "Seventy-two years," replied the witness. "Your memory, of course, is not so brilliant and vivid as it was twenty years ago, is it?" asked the lawyer. "I do not know but it is," answered the witness. "State some circumstance which occurred, say twelve years ago," said the lawyer, "and we shall be able to see how well you can remember." "I appeal to your honour," said the witness, "if I am to be interrogated in this manner; it is insolent!" "You had better answer the question," replied the judge. "Well, sir, if you compel me to do it, I will. About twelve years ago you studied in Judge F—'s office, did you not?" "Yes," answered the lawyer. "Well, sir, I remember your father coming into my office and saying to me, 'Mr. D—, my son is to be examined to-morrow, and I wish you would lend me 15 dols. to buy him a suit of clothes. I remember also, sir, that from that day to this he has never paid me that sum. That, sir, I remember as though it were yesterday.'"

In the course of a debate on the question of the establishment of a Court of Criminal Appeal held by the Union Society of London, Sir Douglas Straight said that until the case of Mr. Beck occurred he had a firm belief that except on very rare occasions our administration of justice did not go awry; that it was a system of which we were entitled to be proud, and that it did not make mistakes. He was horrified to find that it had been possible under that system to perpetrate two such gross outrages as had been perpetrated in the case of Mr. Beck. That case had brought forward a question of vital importance to the liberty of the subject, and he hoped it would not be allowed to slumber. He was not at present absolutely in favour of the establishment of a Court of Appeal in criminal cases. He had had for thirteen years to deal with the system of criminal appeals and the system of revision in India. As a court of revision the High Court in India could send for the records of the subordinate courts. They might order a new trial, or order fresh evidence to be taken, or quash the conviction. They might set aside the proceedings and bring up the case for trial before the High Court, and they had power, after notice to the accused person, to enhance the sentence. He should like to see a similar system of revision established in this country. Under such a system they could deal with misdirection, which would include the improper acceptance of evidence or the improper refusal to admit evidence, and they would get rid of all existing difficulties.

Robed in cap and gown, says the *St. James's Gazette*, Miss Bertha Cave, who so strenuously, though unsuccessfully, sought recently to obtain admission to Gray's-inn as a barrister, took her seat on the 11th inst. in the counsel's benches at the City of London Court. The case in which Miss Cave appeared was an application by her father for a new trial in respect to a judgment against him for £8 18s. 9d. for a bicycle. Miss Cave, having carefully arranged her papers in correct legal style, rose to make the application to the judge on her father's behalf. "I am sorry," at once interposed Mr. Harry Strouts, a solicitor, "but I feel bound to object to the lady being heard from the counsel's benches." "Well," said Judge Lumley Smith, K.C., "I generally hear relations." "Yes, from the witness-box," said Mr. Strouts. Miss Cave gathered up her papers and crossed over to the witness-box. "I am not appearing as counsel," she said with emphasis, "and I have received no fee." "You cannot," mildly interjected the judge. "They objected to me signing myself in the notice of application 'Counsel for the defendant,'" continued Miss Cave, "but they allowed me to accept service. The bicycle was supplied to me, and it is contended that my father was guarantor. There was no guarantee, however, and I contend that the misrepresentations of the plaintiffs discharged the surety." Strictly speaking, the judge said, the notice of application should have been signed by Mr. Cave, and not Miss Cave. He would make an order for a new trial.

The Property Mart.

Result of Sale.

REVERSIONS AND LIFE POLICIES.

Messrs. H. E. FOSTER & CRAWFIELD held their usual Fortnightly Sale (No. 775) of the above interests at the Mart, E.C., on Thursday last, when the majority of the Lots offered were sold, the total realized being £9,000.

REVERSIONS:

Absolute to £2,505 Consols; life 62	...	Sold	1,850
Absolute to One-fourth of £9,050; life 70	...	"	1,400
Absolute to Two-sevenths of £4,850, also to One-third of £2,715; lives 49 and 47	...	"	650
Absolute to Five-twenty-fourths of £18,914; life 62	...	"	1,500
Absolute to £5,018 14s. 5d. Consols; life 47	...	"	1,750

LIFE POLICIES:

For £2,000; life 62	...	"	1,430
For £1,500; life 48	...	"	450

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KEEBLE.	Mr. Justice FARWELL.
Monday, Nov. 21	Mr. W. Leach	Mr. Jackson	Mr. Theed	Mr. King
Tuesday 22	Theed	Pemberton	W. Leach	Farmer
Wednesday 23	Greswell	Jackson	Theed	King
Thursday 24	Church	Pemberton	W. Leach	Farmer
Friday 25	Farmer	Jackson	Theed	King
Saturday 26	King	Pemberton	W. Leach	Farmer

Date	Mr. Justice BUCKLEY.	Mr. Justice JUDGE.	Mr. Justice SWINFIN EADY.	Mr. Justice WARRINGTON.
Monday, Nov. 21	Mr. Beal	Mr. Church	Mr. R. Leach	Mr. Pemberton
Tuesday 22	Carrington	Greswell	Godfrey	Jackson
Wednesday 23	Beal	Church	R. Leach	Carrington
Thursday 24	Carrington	Greswell	Godfrey	Beal
Friday 25	Beal	Church	R. Leach	Godfrey
Saturday 26	Carrington	Greswell	Godfrey	R. Leach

Winding-up Notices.

London Gazette.—FRIDAY, NOV. 11.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

APPANKRAH CONSOLIDATED MINES, LIMITED.—Petn for winding up, presented Nov 9, directed to be heard Nov 22. Slaughter & May, Austin Friars, solrs for petntr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 21.

DACKAWELL TEA CO, LIMITED (IN VOLUNTARY LIQUIDATION).—Persons having any claim should send in particulars of their claim to the New Era Assurance Corporation, Limited, 68a, Lendenhall st, on or before Dec 9. Wormald & Co, solrs for liquidator.

HALIFAX COCOA HOUSE AND REFRESHMENT CO, LIMITED.—Creditors are required, on or before Dec 27, to send their names and addresses, and particulars of their debts or claims, to James Russell Leary, 1, Lancashire and Yorkshire Bank Chambers, Rawson st, Halifax. Riley, Halifax, solr for liquidator.

HASKELL WALTON CO, LIMITED.—Creditors are required, on or before Dec 13, to send their names and addresses, and particulars of their debts or claims, to Arthur Ernest Mason, 4, Priory st, Dudley. Shakespeare, Birmingham, solr.

HYDRA COMBINED MINERAL WATER MAKING, BOTTLING, AND SYRUP FILLING MACHINES, LIMITED.—Petn for winding up, presented Nov 7, directed to be heard Nov 22. Corbin & Co, Bedford row, solrs for petntrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 21.

JOINT STOCK TRUST AND FINANCE CORPORATION, LIMITED.—Petn for winding up, presented Nov 8, directed to be heard Nov 22. Abrahams & Co, Tokenhouse yd, solrs for petntrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 21.

PETROL MOTOR POWER CO, LIMITED.—Creditors are required, on or before Dec 17, to send their names and addresses, and the particulars of their debts or claims, to John Robbie Whamond, Crown et, Old Broad st. Reed & Reed, Basinghall st, solrs for liquidator.

THOMAS TURNER & CO, LIMITED.—Creditors are required, on or before Dec 19, to send their names and addresses, and the particulars of their debts or claims, to Percy R. Sewell, Queen Anne chmbrs, Sunbridge rd, Bradford. Spencer & Co, Keighley, solrs for liquidator.

WHEATCROFT, LIMITED.—Creditors are required, on or before Dec 13, to send their names and addresses, with particulars of their debts or claims, to Arthur Ernest Mason, 4, Priory st, Dudley. Shakespeare, Birmingham, solr.

London Gazette.—TUESDAY, NOV. 15.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRITISH BOOT MAKING AND REPAIRING CO, LIMITED.—Creditors are required, on or before Dec 24, to send their names and addresses, and the particulars of their debts or claims, to William Robson Clarke, 26, Brown st, Manchester. Turner, Manchester, solr for liquidator.

GULF CREEK, LIMITED.—Creditors are required, on or before Dec 13, to send their names and addresses, and the particulars of their debts or claims, to Charles Pakeman, 6, Draper's gdns.

HAMERTON & CO, LIMITED.—Creditors are required, on or before Dec 24, to send their names and addresses, and the particulars of their debts or claims, to George Harmer Lindsay Thompson, 105, Colmore row, Birmingham. Reece & Harris, Birmingham, solrs for liquidator.

RICO SYNDICATE, LIMITED.—Creditors are required, on or before Feb 1, to send their names and addresses, and the particulars of their debts or claims, to George Harmer Johnson, 3 and 4, St Winchester st.

WATKIN BROTHERS, LIMITED.—Petn for winding up, directed to be heard Nov 22. Stephenson & Co, Lombard st, solrs for petntrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 21.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, NOV. 11.

GUTHRIE, EDWIN, Manchester Dec 12 Thomas v Guthrie, Registrar, Manchester Edgar, Manchester

London Gazette.—TUESDAY, NOV. 15.

LAWRENCE, SAMUEL, Leicester, Boot Manufacturer Jan 1 Mangin v Lawrence, Warrington, J Bray, Leicester

LOVEGROVE, JOHN ROBERT, Clevedon, Somerset, Bookseller Dec 6 E Marlborough & Co v Lovegrove, Joyce, J Day, Bristol

MILLARD, SARAH, Chilton st, Somers Town Dec 1 Williams v Millard, Joyce, J Sykes, Great James st, Bedford row

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, NOV. 8.

ALEXANDER, JOHN, Bootle, Lancs Dec 14 Rodway & Co, Liverpool

AMOS, JAMES REYNOLDS, Alagor, Cheshire, Printer Dec 6 Tunbridge & Co, Birmingham

BEAR, ALFRED CURTIS, Harwell Jan 1 Buxton & Co, Bockville st

BLANCHARD, ROY HENRY DACE, Middleton upon the Wolds, Yorks Dec 1 Crust & Co, Beverley

BOND, WILLIAM, Cambridge, J P Dec 7 Radford & Frankland, Chancery in

BRADSHAW, ALFRED, Farnworth, nr Widnes, Lancs Farmer Dec 1 Clara Ann Hunter, Farnworth

BROOK, GEORGE, Halifax, Brass Founder Nov 14 Boodock & Sons, Halifax

BROOKS, THOMAS CHARLES, Boscombe, Hants Dec 17 Brooks & Heller, Upper Thames st

BUBB, ARTHUR, Billiter bldgs, Merchant Jan 31 Vanderpump & Eve, Philpot in

CARRINGTON, ELKANAH, Forest Drive, Manor Park, Essex Dec 7 Howard & Sons, Gray's inn sq

CHAMBERLAIN, HERBERT, Ennismore gdns Dec 15 Ryland & Co, Birmingham

COLTON, SOPHIA, Witham, Essex Dec 31 Hands, Gresham st

DIXON, JOHN, Cottingham, Yorks, Coachkeeper Nov 24 Locking & Holdich, Hull

DONE, SARAH, Manchester Dec 6 Lingard & Gaunt, Manchester

FAY, CAROLINE, Shirley, Southampton Dec 30 Paris & Co, Southampton

GILBERTSON, EDWARD, Dfracombe Dec 5 Banting, Chancery, la

HALLWORTH, WILLIAM, Hazel Grove, Chester Dec 12 Green, Stockport

HARRIS, ROY JOHN OLIVER, Strawberry Hill, Talbenny, Pembroke Dec 31 Harris, Strawberry Hill, Little Haven, RSO

KIRKHAM, THOMAS, Little Hulton, Lancs, Licensed Victualler Dec 10 Marsh & Co, Leigh, Lancs

MCGILVER, JOHN, Gussa Lancs, Harringay Dec 15 Finch & Co, Preston

MACKENZIE, JOHN, Pendleton, nr Manchester, Doctor Feb 1 Hewitt & Son, Manchester

MACKINTOSH, ARGUS, Hove, Sussex Dec 29 Fraser & MacCullum, Inverness

MCMAHON, JOSEPH, Widnes, Licensed Victualler Dec 26 Gaultier, Fleetwood

MATTINSON, ANNE BRIDGET, Bridgworth, Salop Dec 24 Crofton & Co, Manchester

MIDDLETON, MARGARET, Shrewsbury Dec 8 O R & C E Wace, Shrewsbury

MIDDLETON, MARY, Shrewsbury Dec 8 G R & C E Wace, Shrewsbury

MIDDLETON, MARY ANN, Shrewsbury Dec 8 G R & C E Wace, Shrewsbury

MOBLEY, JACOB, Attercliffe, Sheffield, Blacksmith Dec 12 Smith & Co, Sheffield

ORMOND, WILLIAM PHILLIPS, Haverfordwest Dec 31 Eaton & Co, Haverfordwest

REYNOLDS, HARRIET, Leander rd, Brixton hill Dec 7 Howard & Son, Gray's inn sq

SCHNEIDER, JOHN SIMON, Putney hill Dec 1 Hicks & Co, King st, Covent garden

SCOTNEY, FANNY MARY, Weston super Mare Dec 24 Baker & Co, Weston super Mare

SPARKES, ATLEY, Whitstable, Nurseryman Dec 15 Hepworth & Co, South st, Finsbury

THWATTE, ANN, Kirkby Thore, Westmorland Nov 19 E & E A Heels, Appleby

WALKER, GODFREY, Gomersal, Yorks, Commercial Traveller Dec 9 Cadman & Co, Gomersal, nr Leeds

WHITE, MARY LEBRIER, Hastings Dec 4 Langham & Co, Hastings

WOOD, CHARLES JOSEPH, Forest Gate, Essex, Commercial Clerk Dec 6 Halbert & Co, Broad st bldgs, Liverpool st

London Gazette.—FRIDAY, NOV. 11.

ADSHED, GEORGE HARWARD, Pendleton, Salford, Lancs Dec 16 Holt & Co, Manchester

AUBERTIN, EDWARD, Devonshire st, Portland pl Dec 24 Tilling, Devonshire chmbrs, Bishopscape

BAKER, ELLEN, Birmingham Dec 5 Mathews & Co, Birmingham

BAKRY, WILLIAM ROBERT, Forest Gate, Essex, Builder Nov 25 Nichols, Iford

BERBRIDGE, FRANCES, Leicester sq, Baywater Dec 31 Corwell & Co, Lincoln's inn fields

BLACKWELL, EDWIN, Derby Dec 23 Stone, Derby
 BOLTON, SCRANNA RILEY, Upper Tooting Dec 15 Thos S Fells, St James rd, Upper Tooting
 BEVAN, MARTHA, Newcastle under Lyme Dec 10 T & E Slaney, Newcastle, Staffs
 CALLENDER, HANNAH, Budleigh Salterton, Devon Dec 3 Slater & Co, Manchester
 CARTER, GEORGE RICHARD, Balmall Heath, Birmingham Dec 9 Tyndall & Co, Birmingham
 CLARK, BENJAMIN, Lydney, Glos, Grocer Dec 8 Fryer, Coleford, Glos
 CLARK, SELINA LAURA, Treborth rd, Earl's Court Dec 12 Stuart & Tull, Gray's inn sq
 COSS, SAMUEL, New Barnet, Herts, Builder Dec 31 Jaques & Co, Ely pl
 DAGGER, WILLIAM ASHURN, Lytham, Lancs, Plumber Dec 1 Banks, Blackpool
 DE VERDON, NEVIL, Old Fox, Morocco Dec 17 Blyth & Co, Gresham House
 DUNSTAN, JOHN, Porthleven, Cornwall Dec 17 Tyacke, Holston, Cornwall
 EDWARDS, WILLIAM SAUNDERS, Newcastle under Lyme Dec 1 T & E Slaney, Newcastle, Staffs
 EVANS, JOHN, Llanelly, Carmarthen, Builder Nov 30 Bowen, Pontardulais
 EVANSFIELD, THOMAS WILLIAM, College hill, Cannon st Dec 21 Saxton & Morgan, Somerset st, Portsmouth
 EXTIN, EUGENE DENISE, Ashford, nr Staines Dec 23 Maakell & Nisbet, John st, Bedford row
 FLANAGAN, EDWARD CHARLTON on Medlock, Manchester, Property Repairer Dec 16 Holt & Co, Manchester
 FOSTER, WILLIAM, Southtown, Suffolk Nov 19 Cowl, Gt Yarmouth
 FRIZLER, JOHN, Tinsley, Yardley, Worcester, Manufacturer Dec 24 Hooper & Co, Birmingham
 GREEN, JOHN, Wolverhampton, Surgeon Dec 12 Hill & Son, Wolverhampton
 GUNNING, CHARLOTTE, Bristol Dec 11 Barry & Harris, Bristol
 HALL, MARTHA, Leeds Dec 3 Clarke, Leeds
 HATFIELD, JOHN, Colwyn Bay Dec 8 Payne & Co, Liverpool
 HATFIELD, SARAH, Colwyn Bay, Denbigh Dec 8 Payne & Co, Liverpool
 HILDICK, BENJAMIN WILLIAM, Balmall Heath, Birmingham Nov 21 Silvester, Birmingham
 HORN, GEORGE, Cavendish rd, St John's Wood Jan 1 Bompas & Co, Gt Winchester st
 HUGHES, ROBERT, Rhyl, Flint, Surveyor Dec 17 Jones, Rhyl
 HURLEY, JOHN HENRY, St Denys, Southampton, Clerk Dec 29 Chapman, Clifford's inn
 LIDD, CHARLES WILLIAM, Whitehall ct, Westminster, Surgeon Dec 10 Gadsden & Trebether Bedford row
 JENNEY, DAVID, Norton Green, Freshwater, I of W, Builder Dec 9 Buckell & Drew, Newport, I of W
 JOHNSON, JOHN, Manchester Dec 12 Boyer & Co, Manchester
 JONES, HARRY HERBERT, Moreton Morrell, Warwick, Merchants Dec 31 Oakshott & Co, Liverpool
 KELLAND, WILLIAM, Exeter Dec 13 Wansbrough & Co, Bristol
 KEST, WILLIAM, Scarborough Dec 24 Turnbull & Son, Scarborough
 LEITCH, REV ROBERT MACRAE, Guildford Dec 31 Potter & Crundwell, Guildford
 MARTIN, MICHAEL, Windermere Dec 17 Hill & Co, Liverpool
 MORRELL, ELIZA, Liverpool Dec 17 Banks & Co, Liverpool
 NAPP, HENRIETTA, Hailsham, Sussex Nov 30 Larkin, South Norwood
 NICKLIN, HANNAH, Fleetwood, Lancs Dec 9 Hockin, Dartmouth
 PALMER, REV FRANCIS, MA, Brighton Dec 10 Nye & Treacher, Brighton
 PEARSON, JOHN THOMAS, Malmerby Hall, Yorks Dec 14 Simpson & Co, Leeds
 PLATT, ROGER, Preston Dec 11 Clarke & Co, Preston
 POPE, GUSTAV, Chelsea Dec 19 Clarke & Calkin, John st, Bedford row
 RAIKES, CHARLOTTE ELISE, Chippingham, Wilts Dec 31 Francis & Johnson Gt Winchester st
 REYNARD MERRILL JULIA, Halesworth, Suffolk Dec 10 Farrer & Co, Lincoln's inn fields

ROBERTS, WILLIAM CHRISTMAS, NW Counties Lunatic Asylum, Denbigh Dec 10 Griffith & Co, Dolgelly
 SMITH, GODFREY, Darlington Dec 20 Wooler & Wooler, Darlington
 SMITH, WILLIAM, Holton, Suffolk Dec 10 Mullens, Halesworth, Suffolk
 STINSON, EDWARD, Swaffham Prior, Cambridge, Earthenware Dealer Nov 21 Ennion & Ennion, Newmarket
 SWAINSON, EDWARD, Preston Dec 16 Finch & Co, Preston
 THOMPSON, FRANK FARROW, Buntingford, Herts Jan 9 Evans, Cardiff
 UNFELY, THOMAS, Devonshire rd, Wandsworth rd Dec 7 E & J Mote, South sq, Gray's inn
 VAN VERN, JOSEPH ADRIAN THEODORE, Iron Bridge, Salop, Hotel Keeper Dec 5 Spender, Shrewsbury
 WATTS, BENJAMIN HICK, Bath, Town Clerk Dec 13 Stone & Co, Bath
 WHITE, THOMAS LEWIS, Merthyr Tydfil, Solicitor Nov 28 Phillips, Merthyr Tydfil
 WITTE, GEORGE HENRY, Hereford Dec 20 Humphrys, Hereford
 WOODBRIDGE, GEORGE, West Bromwich, Coal Merchant Dec 14 Coochran & Peacock, West Bromwich
 London Gazette.—TUESDAY, NOV. 15.
 BEVAN, JAMES, Bodenham, Hereford Dec 24 Gosling, Leominster
 BLOOM, CHARLES GOSDLE, Northampton, Clothier Dec 19 Ginn & Matthew, Cambridge
 BOND, MARTHA, Liverpool Dec 1 Clarke & Davis, Liverpool
 BRISTOW, MARY ANN BARBARA, Eltham, Kent Jan 1 Eardley & Co, Charles st, St James's sq
 BULLARD, SIR HARRY, Norwich Dec 19 Cozens-Hardy & Jewson, Norwich
 BUSH, WALTER JAMES, Poplar, Licensed Victualler Dec 24 Bradshaw & Watsonson, Fenchurch st
 CARLSON, NATHAN, Pateley Bridge, Yorks Dec 30 Makinson & Co, Manchester
 CARRUTHERS, AGNES MARK, Berwick upon Tweed Dec 15 J C & R Weddell, Berwick upon Tweed
 CRAIGIE, FRANCIS LOUIS, Hoylake, Chester Dec 15 Mason & Co, Liverpool
 CRAWBURY, ROBERT WILKINSON, Scarcliffe, nr Chesterfield Dec 15 Pashley & Hodgkinson, Rotherham
 DADSWELL, EDWARD, Clapham Dec 31 Mead & Sons, Jermyn st, St James's
 DALTON, SARAH ANN, Rochester Dec 12 Stokes & Stokes, Gt St Helen's
 EYRE, COL HENRY, Queen Anne's gate, Westminster Jan 1 Tynbee & Co, Lincoln
 GENT, JESSIE, Birmingham Dec 15 Cottrell & Son, Birmingham
 GRIFFIN, THOMAS, Gt Portland st Dec 19 Howland, New st, City st
 HARTLEY, JANE JATHURIN, Caswell, Yorks Jan 10 Parker & Parker, Selby
 HICKMAN, WILLIAM, Tranmere, Chester, Builder Dec 1 Thompson & Co, Birkenhead
 HOWARTH, JAMES, Moston, Manchester Dec 24 Field & Cunningham, Manchester
 JACKSON, JOSEPH, Ashby, Cumberland, Innkeeper Dec 31 Brockbank & Co, Whitehaven
 JONES, HENRY FRANK, Northampton, Leather Dresser Dec 31 Hensman & Co, Northampton
 KNIGHT, ELLEN HUTCHESON, Earl's Court sq Dec 14 Twyford, Moorgate st
 LATHEWAD, WILLIAM, Droylsden, nr Manchester, Foreman Coachbuilder Jan 4 Cobbett & Co, Manchester
 MASON, ELIZABETH, Tenby, Pembroke Dec 15 J D Mason, Chapter rd, Willeaden
 MALDOON, ELLEN, Finchley rd, Hampstead Dec 15 Maynard & Maynard, Lincoln's inn fields
 MURPHY, ANN, Attercliffe, Sheffield Dec 12 Smith & Co, Sheffield
 PARKINSON, FRANCES, Lancaster, Furniture Broker Nov 23 Maxted & Co, Lancaster
 PRINCE, GEORGE HENRY, Gt Winchester st, Wood Agent Dec 31 Ballantyne, Leadenhall st
 PRESTON, JANE, Liverpool, Licensed Victualler Dec 7 Tebbay & Lynch, Liverpool
 ROBINSON, BEATRICE SUSAN HATES, Weston, Somerset Dec 19 Shum, Bath
 ROBERTS, THOMAS, Whiston, Lancs Dec 31 Spencely, Liverpool
 STRAIN, CHARLES, Tannington, Suffolk, Farmer Dec 15 Ling, Framlingham, Suffolk
 STRAIN, ANN, Tannington, Suffolk Dec 15 Ling, Framlingham, Suffolk
 STURTON, ALFRED, Twickenham Feb 12 Senior & Furbank, Richmond
 THERRELL, BERTHA CALL, Boxmoor, Herts Dec 24 Taylor & Son, Gt James st, Bedford row
 TOTTHILL, EMILY, Clifton, Bristol Dec 15 J & H Grace, Bristol
 WASTCOTT, ELLEN, Ladbroke sq, Notting hill Dec 23 Phelps & Wallace, Basinghall st
 WILKOT, ELLEN, Hitchin, Herts Dec 21 Lomas, Rickmansworth
 YOUNG, EMILY MARY, Alexandria, Walsby pk Dec 22 Pearce & Sons, Gillingham
 YOUNG, GEORGE, Hosiery, Undertaker Dec 22 Pearce & Sons, Gillingham

Bankruptcy Notices.

London Gazette.—FRIDAY, NOV. 11.

RECEIVING ORDERS.

BEER, EDWARD JOHN, Conville, Leicester, Clothier Burton on Trent Pet Nov 7 Ord Nov 7
 BELL, WILLIAM, jun, Gt Grimsby, Fish Merchant Gt Grimsby Pet Nov 8 Ord Nov 8
 BERRY, WALTER CHARLES, Arundel st, Strand High Court Pet Oct 18 Ord Nov 8
 BIRN, WILLIAM BATHCHELOR, Manchester, Wine Seller Manchester Pet Nov 7 Ord Nov 7
 BIRN, WILLIAM, POWWY, Sussex, Licensed Victualler Brighton Pet Nov 8 Ord Nov 8
 BOY, EDWARD, GRESHAM, GROVE, Rochester Pet Oct 21 Ord Nov 7
 BRADSHAW, FREDERICK, Kidderminster, Worcester, Grocer Kidderminster Pet Nov 4 Ord Nov 4
 BROWN, SIDNEY HARGOLD, Bridlington, Yorks, Cycle Dealer Scarborough Pet Oct 20 Ord Nov 8
 BROWN, THOMAS, Curran rd, Upholsterer High Court Pet Oct 23 Ord Nov 8
 CARR, GEORGE, Newport, Middleborough, Builder Middleborough Pet Nov 9 Ord Nov 9
 CHARTWICK, WILLIAM HENRY, South Street, Blackpool, Furniture Dealer Preston Pet Nov 9 Ord Nov 9
 COMBER, CHARLES HENRY, Chesport mans, Baywater High Court Pet Aug 26 Ord Nov 8
 CONWELL, JAMES, HILL, ROPE MERCHANT High Court Pet Oct 11 Ord Nov 8
 COX, JAMES, Warwick, Baker Warwick Pet Nov 8 Ord Nov 8
 CROFT, WILLIAM FREDERICK, Keadley, Hants, Decorator Portsmouth Pet Nov 7 Ord Nov 7
 DEWING, JOHN, Sowerby, nr Halifax, Farmer's Man Halifax Pet Nov 8 Ord Nov 8
 DICK, JOSEPH CHARLES, Huddersfield, Carrier Huddersfield Pet Nov 9 Ord Nov 9
 GARRARD, HENRY WILLIAM, Carlisle, Hotel Keeper Carlisle Pet Nov 7 Ord Nov 7
 GRANT, E. A., SOLETT, SOREX, Butcher Lowest Pet Oct 4 Ord Nov 8

GILTRAD, GEORGE WILLIAM, Castleford, Yorks, Joiner Wakefield Pet Nov 7 Ord Nov 7
 GLOVER, FRANK, Nottingham Nottingham Pet Nov 9 Ord Nov 9
 HARTFORD, J. WOODSIDE, Surrey, Builder Croydon Pet Aug 8 Ord Nov 8
 HARRIS, GEORGE, Luton, Baker Luton Pet Nov 8 Ord Nov 8
 HILL, JANE, North Shields, Ale Merchant Newcastle on Tyne Pet Nov 8 Ord Nov 8
 HIND, EDWARD LUTTON, Hants, Licensed Victualler Farnmouth Pet Nov 7 Ord Nov 7
 HOLMES, JOHN, Kiddington, Oxford, Blacksmith Oxford Pet Oct 24 Ord Nov 8
 HUGHES, RICHARD, Lysarson, Tregaron, Cardigan, Mason Carmarthen Pet Nov 9 Ord Nov 9
 LAYELL, ALFRED, Fleet at High Court Pet Nov 7 Ord Nov 7
 LEWALLYS, GEORGE HENRY, Newport, Mon, Solicitor Newport, Mon Pet Oct 21 Ord Nov 5
 MASTER, ROBERT FRANK, Sutton, Surrey Croydon Pet Oct 13 Ord Nov 8
 MATTHEWS, EDWIN, POWWY, Wills, Baker Swindon Pet Oct 24 Ord Nov 8
 MAY, SAMUEL, ALXANDERS, Needham Market, Suffolk Bury St Edmunds Pet Nov 9 Ord Nov 9
 MOORHOUSE, ROWLAND GEORGE, Uxbridge rd, Shepherd's Bush Ironmonger High Court Pet Nov 8 Ord Nov 8
 NEWMAN, FREDERICK HENRY, Norwich, Painter Norwich Pet Nov 9 Ord Nov 9
 NEWMAN, WILLIAM, and HENRY JAMES GIBLIN, Webber st, Blackfriars, Harness Makers High Court Pet Nov 8 Ord Nov 8
 NORTH, JAMES SAMUEL, Gt Yarmouth, Baking Powder Manufacturer Gt Yarmouth Pet Nov 9 Ord Nov 9
 OLDFIELD, JOHN WILLIAM, Hensworth, nr Wakefield, Fish Fryer Wakefield Pet Nov 9 Ord Nov 9
 ROBERTS, JOHN, Rhosodduall, Llanbellig, Carnarvon, Blomman Bangor Pet Nov 7 Ord Nov 7
 ROBINSON, JOHN FREDERICK, Ashby de la Zouch, Leicester, Tobaccoist Burton on Trent Pet Nov 8 Ord Nov 8
 ROBERTS, MARK, Altrincham, Chester, Fruiterer Manchester Pet Nov 9 Ord Nov 9

SELLWOOD, TOM, West Cholderton, Wilts, Carpenter Salisbury Pet Nov 5 Ord Nov 5
 SIMPSON, CHARLES FREDERICK, Maccborough, Rotherham, Yorks, Plasterer Sheffield Pet Nov 8 Ord Nov 8
 SMITH, CHARLES, Landport, Hants, House Agent Portsmouth Pet Nov 9 Ord Nov 9
 SPENCE, GEORGE EDWARD, Whitley, Yorks, Butcher Stockton on Tees Pet Nov 2 Ord Nov 8
 TAYLOR, GEORGE MARTIN, New Clea, Gt Grimsby, Cart Gt Grimsby Pet Nov 8 Ord Nov 8
 WALKER, HERBERT WILLIAM, Altrincham, Cheshire, Auctioneer Manchester Pet Nov 8 Ord Nov 8
 WALLACE, HENRY, Balby, Yorks, Vaccination Officer Sheffield Pet Nov 7 Ord Nov 7
 WHITESIDE, HENRY, Wandsworth rd, Lambeth, Baker High Court Pet Nov 7 Ord Nov 7

Amended notice substituted for that published in the London Gazette of Nov 8:

MASON, EDWARD JOSEPH, Aston, Warwick, Grocer Birmingham Pet Nov 5 Ord Nov 5

FIRST MEETINGS.

BARNES, JAMES, Barnsley, Tobaccoist Nov 21 at 10.15 Off Rec. 7, Regent st, Barnsley
 BERRY, WALTER CHARLES, Dacre House, Arundel st Nov 22 at 12 Bankruptcy bldg, Carey st
 BIGGS, WILLIAM JOHN, Ashford, Kent, Butcher Dec 1 at 9 Off Rec. 6, Castle st, Canterbury
 BOWERS, WILLIAM, Port Talbot, Glam, Draper Nov 23 at 12 Off Rec. 31, Alexandra rd, Swansea
 BOX, EDWARD, Gravesend, Grocer Nov 23 at 11.30 11F, High st, Rochester
 BREWSTER, FREDERICK WILLIAM, Putney Nov 23 at 12.30 24, Railway app, London Bridge
 BROWN, THOMAS, Curran rd, Upholsterer Nov 21 at 12 Bankruptcy bldg, Carey st
 CHARTWICK, JOHN, Kingston upon Hull, Grocer Nov 22 at 11 Off Rec. Trinity House ln, Hull
 COMBER, CHARLES HENRY, Chesport mans, Baywater Nov 23 at 11 Bankruptcy bldg, Carey st
 COOPER, JOHN JAMES, and WILLIAM HAYWOOD, Walsall, Grocers Nov 23 at 12 Off Rec. Wolverhampton

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COSGROVE, RICHARD, Nelson, Manager Nov 21 at 10.30 Off Rec, 11, Chapel st, Frieson

CUTLER, JOHN JAMES, Derwick Bassett, Wilts, Baker Nov 21 at 11.30 Off Rec, 38, Regent circus, Swindon

COWELL, JOSEPH, Ilford, Rope Merchant Nov 21 at 11 Bankruptcy bldg, Carey st

CURTIS, WILLIAM FREDERICK, Eastney, Hants, Decorator Nov 21 at 3.30 Off Rec, Cambridge junc, High st, Portsmouth

DEWHIRST, THOMAS, and WILLIAM HENRY POLLARD, Bradford, Woollen Merchants Nov 22 at 3 Off Rec, 29, Tytlst st, Bradford

DOBSON, THOMAS JOHN, Sunderland, Grocer Nov 22 at 3 Off Rec, 25, John st, Sunderland

DRENNEN, JOHN, Watford, Herts, Job Master Nov 21 at 12 Off Rec, 14, Bedford row

DUCE, JOSEPH CHARLES, Huddersfield, Carrier Nov 24 at 3 Off Rec, Prudential bldg, New st, Huddersfield

ELT, JAMES, Faversham, Coal Merchant Nov 19 at 11 Off Rec, 68, Castle st, Canterbury

GILYARD, GEORGE WILLIAM, Castleford, Yorks, Joiner Nov 21 at 11 Off Rec, 6, Bond ter, Wakefield

GODDARD, ARTHUR JAMES, Silchester, Hants, Builder Nov 23 at 3 Off Rec, Southampton

HATLEY, RICHARD THOMAS, Stoke upon Tern, Salop, Farmer Nov 23 at 11 Royal Hotel, Crewe

HILL, JAMES, North Shields, Als Merchant Nov 21 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne

HIND, EDWARD LUPTON, Hilsen, Hants, Licensed Victualler Nov 21 at 3 Off Rec, Cambridge junc, High st, Portsmouth

JONES, HENRY, Tyrocos, Llanedey, Carmarthen, Coal Miner Nov 19 at 11.30 Off Rec, 4, Queen st, Carmarthen

JONES, WILLIAM MOSES, and HUGH ROBERTS, Penmaen-mawr, Pembrokeshire, Nov 21 at 3 Crypt chambers, Eastgate row, Chester

KESHAW, SAM, Bradford, Tailor Nov 23 at 3 Off Rec, 29 Tytlst st, Bradford

LEA, WILLIAM, Holt, Denbigh, Farmer Nov 21 at 12 The Priory, Wrexham

LESLIE, JAMES, West Hartlepool, Tailor Nov 22 at 3.30 Off Rec, 24, John st, Sunderland

LINDRAT, ALEXANDER, Lewisham Nov 24 at 12 174, Corporation st, Brixton

MACDONALD, DONALD, Hastingsleigh, Kent, Farmer Nov 19 at 11.30 Off Rec, 68, Castle st, Canterbury

MARTIN, SAMUEL, sen, and SAMUEL MARTIN, jun, Willen-hall, Staffs, Iron Founders Nov 22 at 11 Off Rec, Wolverhampton

MASON, EILEEN, Wigam, Greenstocor Nov 21 at 3 19, Exchange st, Bolton

MATTHEWS, THOMAS NOTTINGHAM, Wakefield, Grocer Nov 21 at 2.30 Off Rec, 6, Bond ter, Wakefield

MYLES, STEPHEN ALFRED, Bromley, Builder Nov 21 at 11.30 24, Railway app, London Bridge

PEARCE, SARAH ANN, Mitchell st, St Luke's Nov 22 at 12 24, Railway app, London Bridge

PILLING, WILLIAM HENRY, Ashton under Lyne, Painter Nov 21 at 3.30 Off Rec, Byrom st, Manchester

SALE, ARTHUR WILLIAM, Cricklewood, Boot Repairer Nov 21 at 2.30 Bankruptcy bldg, Carey st

SCOTTIE, HERBERT WILLIAM, Kingston upon Hull, Builder Nov 19 at 11 Off Rec, Trinity House st, Hull

SELLWOOD, TOM, West Cholderton, Wilts, Carpenter Nov 21 at 12 Off Rec, City chambers, Endless rd, Salisbury

SHARP, HENRY, Gt Sutton at, Goswell rd Nov 21 at 12 Bankruptcy bldg, Carey st

SMITH, CHARLES, Landport, Portsmouth, House Agent Nov 21 at 4 Off Rec, Cambridge junc, High st, Portsmouth

SOMERS, LA WRENCE, Woodchurch rd, West Hampten, 1, Containment Agent Nov 21 at 11 Bankruptcy bldg, Carey st

SPOONER, THOMAS EDMUND, Longley rd, Tooling junc, Boot Maker Nov 22 at 11.30 24, Railway app, London Bridge

TAYLOR, JAMES HENRY, Walsall, Saddlery Manufacturer Nov 22 at 11.30 Off Rec, Wolverhampton

THOMAS, SAMUEL, Skewen, St Neath, Glam, Collier Nov 20 at 11 Off Rec, 31, Alexandra rd, Swansea

TURNER, WILLIAM ALFRED, and JOHN HOLMES TURNER, King's Cliffe, Northampton, Coal Merchants Nov 21 at 12 Law Courts, Peterborough

VARDY, JOSEPH, Watrop, Notts, Cycle Dealer Nov 22 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

WACHOLDER, M, Cannon st rd, Middlesex, Woollen Merchant Nov 23 at 11 Bankruptcy bldg, Carey st

WARRER, USABAN, Darwen, Lancs, Nurseryman Nov 21 at 11 Off Rec, 14, Chapel st, Preston

WARRER, WILLIAM CHURCHILL, Wilt, Builder Nov 19 at 11 Off Rec, 35, Regent st, Swindon

WARRY, ALFRED WILLIAM, Ashford, Kent, Bootmaker Nov 19 at 12 Off Rec, 65, Castle st, Canterbury

ADJUDICATIONS.

ADAMS, HERBERT LEWIS, Sunderland Sunderland Pet Jan 25 Ord Nov 8

BREE, EDWARD JOHN, Coalville, Leicester, Clothier Birt on Trent Pet Nov 7 Ord Nov 7

BRELL, WILLIAM, jun, Gt Grimsby, Fish Merchant Gt Grimsby Pet Nov 8 Ord Nov 8

BIRNIE WILLIAM BATHURLO, Hanging Ditch, Manchester, Wine Seller Manchester Pet Nov 7 Ord Nov 7

BIRNIE, WILLIAM, Petworth, Sussex, Licensed Victualler Brighton Pet Nov 8 Ord Nov 8

BLACKMORE, HAROLD, sen, Epsom Croydon Pet July 14 Ord Nov 8

BORNESTON, MOSES, Leeds, Jeweller Leeds Pet Sept 3 Ord Nov 8

BRADBURY, FREDERICK, Kidderminster, Grocer Kidderminster Pet Nov 4 Ord Nov 4

CARR, GEORGE, Newport, Middlesex, Builder Middlesex-borough Pet Nov 9 Ord Nov 9

CHADWICK, WILLIAM HENRY, South Shore, Blackpool, Furniture Dealer Preston Pet Nov 9 Ord Nov 9

COOPER, CYRIL WALTER, Burnham on Crouch, Essex Colchester Pet Sept 8 Ord Nov 8

COLE, FREDERICK, Hastings, Licensed Victualler Hastings Pet Nov 1 Ord Nov 8

COX, JOHN, Warwick, Baker Warwick Pet Nov 8 Ord Nov 8

CURTIS, WILLIAM FREDERICK, Eastney, Hants, Decorator Portsmouth Pet Nov 7 Ord Nov 7

DEWHIRST, JOHN, Sowerby, nr Halifax, Farmer's Man Halifax Pet Nov 8 Ord Nov 8

DAURY, JOHN, Tunbridge Wells, Clothier Tunbridge Wells Pet Oct 13 Ord Nov 8

DOCK, JOSEPH CHARLES, Huddersfield, Carrier Huddersfield Pet Nov 3 Ord Nov 3

DUNCORNE, HUBERT ERNEST VALENTINE, Pall Mall High Court Pet Aug 10 Ord Nov 7

EDWARDS, ALFRED BRITTON, Newtown, Montgomery, Draper Newtown Pet Oct 25 Ord Nov 9

EDWARDS, ANTHONY GEORGE, Burnham, Somerset, Grocer Bridgewater Pet Oct 15 Ord Nov 7

GARRAD, ERNEST WILLIAM, Carlisle, Hotel Keeper Carlisle Pet Nov 7 Ord Nov 7

GILYARD, GEORGE WILLIAM, Castleford, Yorks, Joiner Wakefield Pet Nov 7 Ord Nov 7

GLOVER, FRANK, Nottingham Nottingham Pet Nov 9 Ord Nov 9

HEALEY, JOSEPH, and WILLIAM FREDERICK HEALEY, Leicester, Tailors Leicester Pet Oct 18 Ord Nov 7

HIND, EDWARD LUPTON, Hilsen, Hants, Licensed Victualler Portsmouth Pet Nov 7 Ord Nov 7

HOOPER, FRED ALBERT, Francis st, Tottenham Court rd, Licensed Victualler High Court Pet Sept 23 Ord Nov 8

HUDSON, RICHARD WARNE, Cheltenham Cheltenham Pet Oct 21 Ord Nov 7

HUGHES, RICHARD, Tregaron, Cardigan, Mason Carmarthen Pet Nov 9 Ord Nov 9

HYDE, GEORGE HAWARD, Southport, Stock Broker Manchester Pet Aug 25 Ord Nov 4

JACOBSON, JOHN EDWARD, Todmorden, Joiner Burnley Pet Oct 14 Ord Nov 8

LATVELL, ALFRED, Whitefriars st, Fleet st High Court Pet Nov 7 Ord Nov 7

MASON, EDWARD JOSEPH, Aston, Warwick, Grocer Birmingham Pet Nov 5 Ord Nov 7

MERCEY, ALFRED EDWARD, Folkestone, Builder Canterbury Pet Sept 26 Ord Nov 7

MOORHOUSE, ROWLAND GEORGE, Uxbridge rd, Shepherd's Bush, Ironmonger High Court Pet Nov 8 Ord Nov 8

NEALE, ALGERNON HASTINGS, Barton st, West Kensington High Court Pet July 27 Ord Nov 5

NEWMAN, FREDERICK HENRY, Norwich, Painter Norwich Pet Nov 9 Ord Nov 9

NEWMAN, WILLIAM, and HENRY JAMES GIBLING, Webber st, Blackfriars, Harness Makers High Court Pet Nov 8 Ord Nov 8

OLDFIELD, JOHN WILLIAM, Hemsworth, nr Wakefield, Potato Fryer Wakefield Pet Nov 9 Ord Nov 9

PILLING, WILLIAM HENRY, Ashton under Lyne, Painter Ashton under Lyne Pet Oct 25 Ord Nov 9

RIDGWAY, ALFRED, Irlam, Lancs, Farmer Salford Pet Oct 7 Ord Nov 8

ROBERTS, JOHN, Rhosodrol, Llanbellig, Carmarvon, Stonehanger Bangor Pet Nov 9 Ord Nov 7

ROBINSON, JOHN FREDERICK, Ashby de la Zouch, Leicester, Tobaccoist Burton on Trent Pet Nov 8 Ord Nov 8

ROBINSON, WILLIAM, Bedford, Fancy Bonnet Manufacturer Bedford Pet Nov 1 Ord Nov 7

RODGERS, MARK, Altrincham, Chester, Fruiterer Manchester Pet Nov 9 Ord Nov 9

SKILLWOOD, TOM, West Cholderton, Wilts, Carpenter Salisbury Pet Nov 5 Ord Nov 5

SIMPSON, CHARLES FREDERICK, Masborough, Yorks, Plasterer Pet Nov 8 Ord Nov 8

SPECK, GEORGE EDWARD, Whitby, Yorks, Butcher Stockton on Tees Pet Nov 3 Ord Nov 8

TAYLOR, GEORGE MARTIN, New Clew, Gt Grimsby, Carter Gt Grimsby Pet Nov 8 Ord Nov 8

TAYLOR, JAMES HENRY, Walsall, Staffs, Saddlery Manufacturer Walsall Pet Oct 7 Ord Nov 5

TWIDDY, ARTHUR WILLIAM, Severnham, Cycle Agent Tunbridge Wells Pet Nov 2 Ord Nov 8

VERNON, WILLIAM TOWNHAM, Cabinet Maker High Court Pet July 30 Ord Nov 8

WALKER, ERNEST WILLIAM, Altrincham, Cheshire, Estate Agent Manchester Pet Nov 8 Ord Nov 8

WALLACE, HENRY, Balby, Yorks, Vaccination Officer Sheffield Pet Nov 7 Ord Nov 7

London Gazette.—TUESDAY, NOV. 1.

RECEIVING ORDERS.

ASQUITH, ALBERT, Allerton, Bradford, Farmer Bradford Pet Nov 10 Ord Nov 10

BEAUFORT TIN PLATE CO, Morriston, Glam, Tin Plate Manufacturers Swansea Pet Oct 23 Ord Nov 11

BELCHER, JAMES EVANS, Darlington, Auctioneer Walsall Pet Nov 9 Ord Nov 9

COOPER, ARTHUR NICHOLLS, Longton, Staffs Stoke on Trent Pet Oct 28 Ord Nov 11

COOPER, HENRY, Powick, Worcester, Farmer Worcester Pet Nov 10 Ord Nov 10

CRAYEN, WILLIAM BENNETT, Swansea, Grocer Swansea Pet Nov 10 Ord Nov 10

EBSON, WILLIAM HOPKINSON BARR, Moulton Chapel, Lancs, Farmer Peterborough Pet Nov 10 Ord Nov 10

EDMONDS, JOHN, Falmouth rd, Southwark, Chemist High Court Pet Nov 12 Ord Nov 12

EMONS, ARTHUR HENRY, Basinghall st High Court Pet Sept 21 Ord Nov 11

EVANS, WILLIAM GRIFFITH, Bangor, Grocer Bangor Pet Nov 10 Ord Nov 10

FOWLER, WILLIAM HENRY, Portsmouth, Laundry Proprietor Portsmouth Pet Nov 11 Ord Nov 11

GIBSON, WILLIAM, Port Talbot, Glamorgan Neath Pet Nov 12 Ord Nov 12

GORTON, JONATHAN C, Ipswich Ipswich Pet Nov 12 Ord Nov 12

GOUGH, HENRY CHARLES, Gt George st, Westminster, Butcher High Court Pet July 7 Ord Nov 11

HARRY, ROBERT GROW, Stoke by Clain, Suffolk, Farmer Cambridge Pet Nov 12 Ord Nov 12

HALLS, JOHN, Ty Forest, Glam, Mason Pontypool Pet Nov 10 Ord Nov 10

HAYMAN, H, Lower North st, Poplar, Wall Paper Merchant High Court Pet Oct 24 Ord Nov 11

HIRST, DAN, Low Moor, Bradford, Contractor Bradford Pet Nov 10 Ord Nov 10

HITCH, EVAN CAMERONS, Holmwood rd, Brixton hill High Court Pet Oct 14 Ord Nov 11

HODGES, FREDERICK, Worcester, Jockey Worcester Pet Oct 31 Ord Nov 12

HOLMES, THOMAS HENRY, Brompton, nr Northallerton, Yorks, Railway Plate-layer Northallerton Pet Nov 11 Ord Nov 11

JACKSON, GEORGE HARRY, Stockport, Clothier Stockport Pet Nov 10 Ord Nov 10

JONES, THOMAS GRIFFITH, Llanrwst, Denbigh, Agent Portmadoc Pet Nov 10 Ord Nov 10

KENT, GEORGE HENRY, Kendal, Westmorland, Boot Repairer Kendal Pet Oct 10 Ord Nov 10

KINDRED, PETER, Bolton, Restaurant Keeper Bolton Pet Nov 9 Ord Nov 9

KNOWLES, DANIEL, Willenhall, Staffs, Metal Manufacturer Wolverhampton Pet Nov 10 Ord Nov 10

LEGG, GEORGE ALFRED, High rd, Brondesbury, Tobaccoist High Court Pet Nov 12 Ord Nov 12

MATTHEWS, THOMAS, Wandswoth Common, Commis on Agent Wandswoth Pet Oct 10 Ord Nov 10

ODDER, ALFRED WALTER, Whitestable, Furniture Dealer Canterbury Pet Nov 10 Ord Nov 10

REES, ERNEST HENRY, Aberdare, Hairdresser Aberdare Pet Nov 10 Ord Nov 10

REES, REES, Pentreochwy, Swansea, Spelterman Swansea Pet Nov 13 Ord Nov 12

ROSENTHAL, JACOB, Lower Broughton, nr Manchester, Cap Manufacturer Salford Pet Oct 14 Ord Nov 10

ROWLAND, W R, Phillimore pl, Kensington High Court Pet Oct 13 Ord Nov 10

RUETHERFORD, WILLIAM BELL, Brighton Brighton Pet Nov 10 Ord Nov 10

SALT, ELIZABETH, J-hn st, Edgware rd High Court Pet Sept 15 Ord Nov 10

SHARPLES, THOMAS, Llanor, Lincs, Brewer Bolton Pet Nov 9 Ord Nov 9

SMITH, A, Crispes st, Spitalfields, Butcher High Court Pet Oct 12 Ord Nov 10

TAYLOR, JOHN ALEXANDER BENKAGE, Bath, Army Tutor Bath Pet Nov 12 Ord Nov 12

THOMAS, FREDERICK JAMES, Wallington rd, Stoke Newington, Sign Maker High Court Pet Oct 14 Ord Nov 10

TRENCH, HENRY BRANDON OMSBY, Exeter Exeter Pet Nov 9 Ord Nov 9

WHITE, HARRY ARTHUR, Highgate hill High Court Pet Oct 6 Ord Nov 10

WHITE, WALTER JOHN, Ryde, I of W, Antique Dealer Newport Pet Nov 13 Ord Nov 12

WHITTHOUSE, ALBERT JAMES, Newport, Butcher Newport, Mon Pet Nov 11 Ord Nov 11

WHITTLE, WILLIAM JAMES, Leicester, Auctioneer Leicester Pet Nov 12 Ord Nov 12

WIGMORE, ARTHUR WILLIAM, Broadhurst glen, Hampstead, High Court Pet Nov 13 Ord Nov 13

WILLIAMS, ROBERT, Gern Dolbenham, Carmarvon, Woollen Manufacturer Portmadoc Pet Nov 10 Ord Nov 10

YOUSSEF, PHILIP, Duke st, Aldgate, Licensed Victualler High Court Pet Nov 10 Ord Nov 10

FIRST MEETINGS.

ASQUITH, ALBERT, Allerton, Bradford, Farmer Nov 24 at 3.30 Off Rec, 29, Tytlst st, Bradford

BARTON, JAMES ALFRED, Gedney, Lincoln, Farmer Nov 24 at 12.30 Bull Hotel, Long Sutton

BEEB, EDWARD JOHN, Canville, Leicester, Clothier Nov 24 at 4.45 Midland Hotel, station st, Burton on Trent

BIRNIE, WILLIAM BATHURLO, Hanging Ditch, Manchester, Wine Seller Nov 23 at 2.30 Off Rec, Byrom st, Manchester

BIARON, WILLIAM, Petworth, Sussex, Licensed Nov 23 at 3 Swan Hotel, Petworth

BOWKER, CHARLES, Erdington, Warwick, Draper Nov 23 at 11 174, Corporation st, Birmingham

BRIGHT, SAMUEL, Chadwell, Essex, Miller Nov 26 at 12 Off Rec, Station rd, Gloucester

BROWN, SIDNEY, Harold, Bridlington, Yorks, Cycle Dealer Nov 23 at 4.30 74, Newborough, Scarborough

CARR, GEORGE, Newport, Middlesex, Yorks, Builder Nov 23 at 12.30 Off Rec, 4, Albert rd, Middlesex

CAUTION, HOWARD CHARLES, Tolbert Bay I of W, Civil Engineer Nov 24 at 1.30 33a, Holyrood st, Newport, Isle of Wight

COOPER, HENRY, Powick, Worcester, Farmer Nov 23 at 11 45, Corporation st, Worcester

COX, JOHN, Warwick, Baker Nov 23 at 11 Off Rec, 8, High st, Coventry

DEWHIRST, JOHN, Sowerby, nr Halifax, Farmer's Man Nov 23 at 3 Off Rec, Towall hill chambers, Halifax

DURSTAN, PHILIP, St Ives, Cornwall, Tailor Nov 24 at 12 Off Rec, Boswell st, Truro

EDWARDS, ALFRED BRITTON, Newtown, Montgomery, Draper Nov 23 at 10.30 1, High st, Newtown

EDWARDS, ALBERT, jun, Burton on Tees, Builder Nov 24 at 4.15 Midland Hotel, station st, Burton on Trent

EMONS, ARTHUR HENRY, Basinghall st Nov 23 at 11 Bankruptcy bldg, Carey st

FLYNN, ANDREW, Aston, Boot Dealer Nov 23 at 11 174, Corporation st, Birmingham

FORTH, WILLIAM WALTER, Thornaby on Tees, Yorks, Carter Nov 30 at 3 Off Rec, 4, Albert rd, Middlesex-borough

GARRAD, ERNEST WILLIAM, Carlisle, Hotel Keeper Nov 23 at 3 Crypt House, Carlisle

GEARING, E A, Salford, Sussex, Butcher Nov 24 at 3 Off Rec, 4, Pavilion bldg, Brighton

GIBBY, WILLIAM HENRY, Cobham, Farnborough, Contractor Nov 23 at 1 Temperance Hall, Farnborough Dock

GOODLAND, CHARLES JOHN, Bristol, Tailor's Agent Nov 23 at 11.30 13, Old Rectory, Bristol

HALL, ROBERT KING, Vange, nr Pitsea, Essex Nov 24 at 12 14, Bedford row

HARRY, ROBERT GROW, Stoke by Clain, Suffolk, Farmer Nov 23 at 12 Off Rec, Bridge st, Northampton

HAWORTH, GEORGE RICHARD, Bangor, Lancs, Newmarket Nov 23 at 11.15 Town Hall, Stockdale

HIRST, DAN, Low Moor, Bradford, Contractor Nov 24 at 3
 Off Rec, 25, Tyttel st, Bradford
 HOLLISTON, ALFRED JAMES, Woodford Green, Electrical
 Engineer Nov 23 at 12 Bankruptcy bldg, Carey st
 HOWELL, WILLIAM, Brays Green, Little Missenden, Bucks,
 Auctioneer Pet 24 at 12 1/2 Aldgate, Oxford
 HUDSON, RICHARD WARREN Cheltenham Nov 24 at 3.45
 County Court bldg, Cheltenham
 HUGHES, RICHARD, Tregaron, Cardigan, Mason Nov 28 at
 11 Off Rec, 4, Queen's st, Carmarthen
 HUTTON, FREDERICK HENRY, Birmingham, Stock Fitter
 Nov 24 at 11 174 Corporation st, Birmingham
 JONES, SAMUEL LEWIS, Neath, Glam, Colliery Proprietor
 Nov 30 at 12 Off Rec, 31, Alexandra rd, Swansea
 KINDRED, PETER, Bolton, Restaurant Keeper Nov 25 at 11
 19, Exchange st, Bolton
 LAYELL, ALFRED, Whitefriars st, Fleet st Nov 23 at 2.30
 Bankruptcy bldg, Carey st
 LEVER, ELLIS, Colwyn Bay, Denbigh Nov 25 at 2.30 Crypt
 chamber, Eastgate row, Chester
 MAW, SAMUEL ALEXANDER, Needham Market, Suffolk
 Nov 24 at 2 Town Hall, Ipswich
 MILES, WILLIAM, Longton, Staffs, Grocer Nov 23 at 11.30
 Off Rec, King st, Newgate under Lyme, Stafford
 MOORHOUSE, ROWLAND GEORGE, Uxbridge rd, Shepherd's
 Bush, Ironmonger Nov 23 at 11 Bankruptcy bldg,
 Carey st
 NEWMAN, FREDERICK HENRY, Norwich, Painter Nov 23 at
 3.30 Off Rec, 3, King st, Norwich
 NEWMAN, WILLIAM, and HENRY JAMES GIBLING, Webber
 st, Blackfriars, Harness Makers Nov 23 at 12 Bank-
 ruptcy bldg, Carey st
 OLDFIELD, JOHN WILLIAM, Hemsworth, nr Wakefield, Fish
 Fryer Nov 24 at 11 Off Rec, 6, Bond ter, Wakefield
 ROBINSON, JOHN FREDERICK, Ashby de la Zouch, Tobacco-
 conist Nov 24 at 3.45 Midland Hotel, Station st,
 Burton on Trent
 RODGER, MARK, Alchurch, Fruiterer Nov 23 at 3 Off
 Rec, Byrom st, Manchester
 RUTHERFORD, WILLIAM BELL, Brighton Nov 24 at 10.30
 Off Rec, 4, Pavilion bldg, Brighton
 SNAPE, THOMAS, Chorley, Lancs, Brewer Nov 23 at 3 19,
 Exchange st, Bolton
 SIMPSON, CHARLES FREDERICK, Mableborough, Rotherham,
 Plasterer Nov 24 at 12 Off Rec, Fytrees in Sheffield
 SMITH, A. CRISPIN st, Spitalfields, Butcher Nov 24 at 11
 Bankruptcy bldg, Carey st
 SMITH, HENRY NEW CROSE, Fruiterer Nov 24 at 11.30 24,
 Railway app, London bridge
 SPENCE, GEORGE EDWARD, Whitby, Yorks, Butcher Nov 30
 at 3 Off Rec, 8, Albert rd, Middlesbrough
 STEDMAN, WILLIAM HENRY, and ARTHUR STEDMAN,
 Weston super Mare, Ironmongers Nov 23 at 11.45 Off
 Rec, 26, Baldwin st, Bristol
 TAYLOR, GEORGE MARTIN, New Clee, Gt Grimsby, Carter
 Nov 23 at 11 Off Rec, 15, Osborne st, Gt Grimsby
 THOMAS, DAVID, Whitewater, Looe, Carmanthen,
 Carpenter Nov 30 at 11 Off Rec, 4, Queen st, Car-
 marthen
 THOMAS, FREDERICK JAMES, Wellington rd, Stoke Newing-
 ton, sign Maker Nov 23 at 12 Bankruptcy bldg,
 Carey st
 TRENCH, HENRY BRANDON ORMSBY, Exeter Nov 24 at 10.30
 Off Rec, 9, Bedford circus, Exeter
 TWIDY, ARTHUR WILLIAM, Sevenoaks, Cycle Agent Nov
 23 at 11.30 34, Belsize app, London Bridge
 WALLACE, HENRY, Balby, Yorks, Vaccination Officer Nov
 24 at 11.30 Off Rec, Fytrees in, Sheffield
 WHITEHADE, HENRY, Wandsworth rd, Lambeth, Baker Nov
 23 at 12 Bankruptcy bldg, Carey st
 YARDY, CHARLES, Leeds Nov 23 at 2.30 Off Rec, 47, Full
 st, Derby
 YOUNG, PHILIP, Duke st, Aldgate, Licensed Victualler Nov
 24 at 12 Bankruptcy bldg, Carey st
 Amended notice substituted for that published in
 the London Gazette of Nov 5:
 MISSEALL, THOMAS, Hollywell, Wint, Boot Maker Nov 17
 at 12.15 Crypt chambers, Eastgate row, Chester

ADJUDICATIONS.

ASQUITH, ALBERT, Allerton, Bradford, Farmer Bradford
 Pet Nov 10 Ord Nov 10
 BARTON, JAMES ALFRED, Gedgey, Lincoln, Farmer King's
 Lynn Pet Oct 31 Ord Nov 10
 BECHER, JAMES, Evans, Dagenham, Staffs, Auctioneer
 Walsall Pet Nov 9 Ord Nov 9
 BOWEN, WILLIAM, Port Talbot, Glam, General Draper
 Aberystwyth Pet Nov 4 Ord Nov 10
 BOX, EDWARD, Gravesend, Grocer Rochester Pet Oct 21
 Ord Nov 10
 BRIDON, HENRY SPENCER, Brighton, Stationer Brighton
 Pet Nov 1 Ord Nov 10
 BROOKS, ARTHUR EDGAR, Chesapeake, Electrical Engineer
 High Court Pet Oct 4 Ord Nov 12
 COOPER, HENRY, Fowick, Worcester, Farmer Worcester
 Pet Nov 10 Ord Nov 12
 CRAVEN, WILLIAM HENRY, Swansea, Grocer Swansea Pet
 Nov 10 Ord Nov 10
 EASON, WILLIAM HOPKINS BASS, Moulton Chapel, Lincs,
 Farmer Peterborough Pet Nov 10 Ord Nov 10
 EDMUND, JOHN, Falmouth rd, Southwark, Chemist High
 Court Pet Nov 12 Ord Nov 12
 ELKES, EDWIN GEORGE, Southall, Builder Windsor Pet
 Oct 14 Ord Nov 10
 FOWLER, WILLIAM HENRY, Portsmouth, Laundry Pro-
 prietor Portsmouth Pet Nov 11 Ord Nov 11
 FRYER, TOM, Brighton, Mechanical Engineer Brighton
 Pet Sept 26 Ord Nov 11
 GIBSON, WILLIAM, Port Talbot, Glam Aberystwyth Pet
 Nov 12 Ord Nov 12
 GOSTON, JONATHAN C, Ipswich Ipswich Pet Nov 12 Ord
 Nov 12
 HABANT, ROBERT BROWN, Stoke by Clare, Suffolk, Farmer
 Cambridge Nov 12 Ord Nov 12
 HALLS, JOHN, Tregaron, Glam, Mason Pontypool
 Pet Nov 10 Ord Nov 10
 HATTON, GEORGE HOPKINS, Ashford, Kent, Builder Canter-
 bury Pet Oct 30 Ord Nov 11
 HIRST, DAN, Low Moor, Bradford, Contractor Bradford
 Pet Nov 10 Ord Nov 10

HOLMES, THOMAS HENRY, Brompton, nr Northallerton,
 Yorks, Railway Plate-layer Northallerton Pet Nov 11
 Ord Nov 11
 JACKSON, GEORGE HARRY, Stockport, Cheshire, Clothier
 Stockport Pet Nov 10 Ord Nov 10
 JONES, THOMAS GAFFITH, Llanrwst, Denbigh, Agent
 Portmadoc Pet Nov 10 Ord Nov 10
 KENT, GEORGE HERBERT, Kendal, Westmorland, Boot
 Repairer Kendal Pet Nov 10 Ord Nov 10
 KINDRED, PETER, Bolton, Restaurant Keeper Bolton
 Pet Nov 9 Ord Nov 9
 KNOWLES, DANIEL, Willenhall, Metal Manufacturer
 Wolverhampton Pet Nov 10 Ord Nov 10
 LEGG GEORGE ALFRED, High rd, Brondesbury, Tobac-
 conist High Court Pet Nov 12 Ord Nov 12
 MACKINTOSH, WILLIAM Jermyn st, Boarding House Keeper
 High Court Pet Sept 23 Ord Nov 9
 MARSHALL, J. Shaftesbury av, Solicitor High Court Pet
 Sept 30 Ord Nov 9
 MOSE, JOHN, Bulstrode new, Marylebone in, Carriage
 Builder High Court Pet Oct 7 Ord Nov 12
 NEUBAUER, RICHARD FERDINAND, Eastbourne, Ladies'
 Tailor Eastbourne Pet Oct 22 Ord Nov 12
 NORTON, JAMES SAMUEL, Gt Yarmouth Baking Powder
 Manufacturer Gt Yarmouth Pet Nov 9 Ord Nov 12
 ODDEN, ALFRED WALTER, Whitstable, Furniture Dealer
 Canterbury Pet Nov 10 Ord Nov 10
 PARRY, THOMAS, Talycafn, Denbigh, Builder Portmadoc
 Pet Nov 2 Ord Nov 10
 REES, HENRY HENRY, Aberdare, Hairdresser Aberdare
 Pet Nov 10 Ord Nov 10
 REES, REES, Pentrecaeth, Swansea, Spelterman Swansea
 Pet Nov 12 Ord Nov 12
 ROSENTHAL, JACOB, Lower Broughton, nr Manchester, Cap
 Manufacturer Salford Pet Oct 14 Ord Nov 12
 RUTHERFORD, WILLIAM BELL, Brighton Brighton Pet
 Nov 10 Ord Nov 11
 SNAPE, THOMAS, Chorley, Lancs, Brewer Bolton Pet
 Nov 9 Ord Nov 9
 SMITH, CHARLES LANDPORT, Hanis, House Agent Port-
 smouth Pet Nov 9 Ord Nov 9
 TRENCH, HENRY BRANDON ORMSBY, Exeter Exeter Pet
 Nov 9 Ord Nov 9
 WALLACE, HENRY SYDNEY DAVIDSON, Euston sq, Euston rd
 High Court Pet July 1 Ord Nov 7
 WEBBER, EDWIN, Chatham rd, Wandsworth Common
 Wandsworth Pet June 29 Ord Nov 10
 WHITE, WALTER JOHN, Ryde, I of W, Antique Dealer
 Newport Pet Nov 12 Ord Nov 12
 WHITEHOUSE, ALBERT JAMES, Newport, Butcher Newport,
 Mor Pet Nov 11 Ord Nov 11
 WHITTLE, WILLIAM JAMES, Leicester, Auctioneer Lei ester
 Pet Nov 12 Ord Nov 12
 WIGNORE, ARTHUR WILLIAM, Broadhurst gds, Hampstead,
 Physician High Court Pet Nov 12 Ord Nov 12
 WILLIAMS, BEATRICE EMILY, Dover st High Court Pet
 Sept 1 Ord Nov 7
 WILLIAMS, THOMAS, Gars, Dolbenham, Carnarvon,
 Woollen Manufacturer Portmadoc Pet Nov 10 Ord
 Nov 10

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